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The Solicitors' Journal

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The Solicitors' Journal

VOL. LXXX. **Saturday, February 8, 1936.** No. 6

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Current Topics.

Georgian Law Reform.

In one of his sprightly essays, written in the year 1897, the late Mr. Augustine Birrell described the Victorian age as the era of law reform. In his own characteristic way he put his point with the concision of a headnote, thus: "If you want to back the winner for the Victorian Stakes you must put your money, not on the wrong horse, but on the right one, and his name is Law Reform," and he then proceeded to justify this claim by an enumeration of the vast changes that had been effected in the law and in its administration during the reign of Queen Victoria—the passing of the Companies Acts, the Judicature Acts, the Married Women's Property Acts, the Bankruptcy Acts, and a host of others. No less is it true that in the domain of domestic politics the reign of our late lamented Sovereign, law reform has bulked largely in the eyes of lawyers and of all students of social change. A series of statutes affecting real property and its transmission has been passed, which in time will, it is believed, effect economy and simplicity in conveyancing; further changes have been introduced on the subject of married women's property and liabilities; strenuous efforts have been made to make our highways safer for all who use them; while, in addition to much new legislation, a more resolute effort has been made to grapple with the law's delays and to bring its substance more into harmony with modern ideas. A Committee on the Business of the Courts has held many sittings and made several fruitful suggestions, and a Royal Commission has sat and has now issued a report making proposals for improvements in the working of the courts and their manning, including the introduction of an age limit for judges such as is in practice in most departments of government. All this betokens a genuine desire on the part of those in authority to bring legal administration up to a higher standard of efficiency, even though some of the suggestions may not meet with universal approval. No doubt much which has been done may be lacking in that spectacular element which appeals to the man in the street, but it is none the less remarkable, and probably, as we have indicated, it will make the reign of George V as memorable as that of Queen Victoria in the record of good work accomplished in this particular province.

King's Bench Business: Royal Commission's Report.

The report of the Royal Commission on the Despatch of Business at Common Law, which was appointed on 5th December, 1934, to inquire into the state of business in the King's Bench Division of the High Court of Justice, was issued on 30th January last, and is obtainable at H.M. Stationery Office (Cmd. 5065, price 2s. 6d. net). There were twenty-six public and fifteen private sittings, while evidence was given by seventy-one witnesses, including representatives of all the divisions of the Bench, the administrative side of the courts, both branches of the legal profession and leading commercial organisations. It will only be possible here to give the barest summary of the conclusions reached, many of which are, it need hardly be said, of great importance. While it is generally admitted that the administration of justice in the King's Bench Division has reached a very high level, the Commission expresses itself as having to admit that the organisation of justice, which it has been its duty to examine, falls below this high standard of attainment. Improved method and system is stated to be the most pressing need of this Division; its unwieldly size and diversity of duties inevitably make its organisation a matter of great difficulty and "such as to require the full-time attention of an officer of suitable experience and status." The Lord Chief Justice, it is thought, should receive more assistance than he now does in carrying out "the unduly heavy burden imposed on him, almost unconsciously, by the Judicature Acts," and it is further suggested that each of the general lists should be under the charge of a judge who will remain continuously in London while in charge of the list. It is recommended that judges be appointed to take charge of the special jury, common jury, long non-jury and short non-jury lists for a period of two terms or more. Non-jury cases should be divided into long and short, as indicated, the New Procedure List being incorporated in the latter. An extension of the system of fixing dates, or approximate dates, for trial in all cases is advocated. The amalgamation of the King's Bench and Probate, Divorce and Admiralty Divisions is not favoured; nor is the transfer of the revenue list to the Chancery Division. While it is recognised that some addition to the Bench may soon be found necessary, an immediate addition is not recommended. There should, it is stated, however, be no hesitation in making prompt provision for such reasonably increased numbers as may be found necessary for ensuring the success of the new methods and meeting the paramount needs of the public.

Circuits.

While the retention of the county as a judicial unit is advocated, it is recognised that the existing circuit towns are not necessarily the best, and it is suggested that a suitably equipped committee be appointed to revise them. In the interest of suitors, the economy of judicial time and the equalisation of the dispatch of business in London and the provinces, it is suggested that the opening day of a circuit should alone be fixed in the first instance. Civil cases, except those for trial in the last town on the circuit, should be required to be entered fourteen days before the opening date, and then the date for the remaining circuit towns should be fixed on the information available by the judge, who should freely exercise the power now vested in the Lord Chief Justice and the Lord Chancellor by s. 77 of the Supreme Court of

Judicature (Consolidation) Act, 1925, enabling assizes to be cancelled where there is no, or no substantial, business to be transacted. Circuits should begin at different times and two-judge towns should be spaced instead of being taken uniformly at the end of their respective circuits. Civil work should be taken at every town on the autumn circuit, a fourth assize should be given to Birmingham, both Cardiff and Swansea should be visited at every assize, and the two divisions of the Welsh circuit should be amalgamated.

County Courts and Quarter Sessions.

It is suggested with a view to facilitating the bringing of cases before the county court by consent that a plaintiff should be enabled to initiate proceedings there in cases of a type at present within its jurisdiction, where not less than £100 or more than £300 is involved, with, however, an absolute right in the defendant to transfer to the High Court. The Commission does not favour any extension of county court jurisdiction. With regard to quarter sessions, it is suggested that an adoptive Act be passed empowering counties desiring to appoint paid legal chairmen to do so without incurring the expense of a Private Bill. In all cases chairmen should be legally qualified and appointed by the Lord Chancellor. Various extensions of the jurisdiction of quarter sessions, so presided over, are favoured. The advantages are urged of closer correlation between quarter sessions and intermediate sessions in various county and borough sessions and of facilitating committal of quarter sessions cases from one jurisdiction to another at any time if that course is more convenient.

Procedure and Jurisdiction.

It is suggested, with a view to shortening the length of trials, that a judge should have discretion to admit written evidence coming into existence prior to the dispute, *quantum valeat* affidavit evidence, or even unsworn declarations, and that a wider character should be given to the summons for directions in order to reach the essentials of the dispute and arrange for proof in the shortest and cheapest manner. Except in the Commercial List, the summons for directions should be taken by the Master, by whose order alone entry in the appropriate list should be made. The assimilation of the minor rules of the New Procedure and ordinary procedure of the King's Bench Division is advocated. Documents in respect of which notice to admit has been served and the authenticity of which it is desired to dispute should, it is suggested, be challenged within a fixed period, while in "running down" cases a document corresponding to the Preliminary Act in Admiralty cases should be filed by both parties. The suggestion that there should be power to send for trial in the Short Cause List any case, irrespective of whether there has been a summons for judgment under Ord. XIV is approved by the Commission, and it is suggested that the rules should be altered to admit of the use of air mail in the service of documents abroad and the return of documents from abroad. The approval of the Lord Chancellor or the Lord Chief Justice should no longer be necessary to enable referees to transfer cases among themselves, with the consent of the parties. The chambers judge should sit daily. With regard to arbitrations, it is recommended that it should be open to the parties to agree that the decision of the court on any question should not be subject to appeal, and that special cases stated by arbitrators and motions to set aside an award should come before a single judge. The report sets out a number of matters—the making of solicitors' charging orders within s. 64 of the Solicitors Act, 1932, among them—which it is thought the jurisdiction of masters should be extended to cover, and it is thought that appeals from cases heard by consent before masters should go direct to the Court of Appeal. The Commission favours the supply of official shorthand writers so far as practicable in *nisi prius* cases.

Retiring Age for Judges.

The somewhat surprising recommendation is made that future appointments to the Bench of the King's Bench Division should be subject to a fixed retiring age of seventy-two. This was the age proposed by the St. Aldwyn Commission. In a note signifying general approval of the report, Lord Hanworth makes one reservation expressing a doubt of the wisdom of imposing a time limit upon the judges of the High Court. "A High Court judge," the note continues, "holds a unique position to which that of civil servants or university professors offer no parallel. If the time limit or system proposed were established, I think it would have a reflex effect upon the choice of a judge, and the willingness of a member of the Bar to accept the post." Lord Hanworth intimates, however, that the time limit—if any—for the age of High Court judges should be an absolute one and fixed, in his judgment, at seventy-five. Sir Claud Schuster, K.C., while admitting the strength of the arguments which have led the Commission to its conclusions on this point, expresses himself as not convinced that it is possible to put the proposal into effect without the risk of losing many whose judicial qualitities and bodily vigour remain unimpaired to a later period. In the course of a memorandum containing several reservations, Mr. Clement Davies, K.C., expresses strong approval of a retiring age, but sees no reason for singling out the King's Bench Division for especial treatment. He therefore recommends that the age limit should apply to the judges of all the divisions of the High Court and the Court of Appeal, and dissents from the view of the Commission which considered itself restricted to the King's Bench Division by its terms of reference.

Trial by Peers.

Lord Sankey's motion, "That the present system of trial of peers by peers has outlived its usefulness," was carried by forty-five votes to twenty-four in the House of Lords last Tuesday, an amendment to limit the effect of the motion to cases of felony being by leave withdrawn. The Lord Chancellor, who said that the question was not one in which the Government ought properly to intervene or bring any pressure on one side or another, pointed to the difficulty arising where doubt existed whether a man was a peer. He believed that there was one case where the House of Lords refused to try a man because they said he was not a peer, and the court outside would not try him because he was, they said, a peer, and therefore the man remained untried. The expenditure of judicial time was also referred to as a disadvantage of the present system. While a trial went on, the learned Lord Chancellor said, there could be no judicial sitting in that House, in the Privy Council, in the Court of Appeal, or in the courts of any of the judges who were summoned to advise or were members of the House. The recent trial, which has in fact brought the inconvenience of the existing privilege into prominence, lasted, it was noted, for one day; but it might have lasted for weeks. It was also stated that it might easily happen that a decision might be reached by the House, with the best will in the world, that would not commend itself to the lawyers who were members of the House. The arbitrary nature of the distinction between felony and misdemeanour was also alluded to—a point which was brought out by Lord Sankey, who said that a noble lord, the chairman of a company, might swindle the members of the public out of hundreds of pounds and that might be a misdemeanour for which he would have to take his trial at the Central Criminal Court or assizes, and if convicted he would receive his sentence there. On the other hand, if the noble lord were to steal a silver matchbox worth, say, 50s., that was a felony, for which he would have to be tried in that House. The expense of trial by peers was another objection urged against the continuance of the present system. Considerations of space forbid further reference to the debate.

Appeal under Poor Prisoners Defence Act.

WHAT is described as the first appeal in this country under the Poor Prisoners Defence Act, 1930, was, according to a report in *The Times*, heard on 7th January by the Birmingham Recorder, Mr. E. W. CAVE, K.C., at Quarter Sessions. The appeal was against conviction and sentence of twenty-one days' imprisonment on a charge of stealing a ten shilling note. The appeal was allowed and the learned Recorder told the accused that he left the court an innocent man. Costs were not asked for as the case had been taken under the Act above referred to. Counsel stated that it was the first case where an amount had been granted to provide means for an appeal under this Act.

Pyramidon Poisoning

FURTHER reference may now be made to the dangers associated with the taking of pyramidon, a subject which was shortly alluded to in our issue of 11th January, at p. 23. Giving evidence recently at the inquest of one who was said to have died from the effects of pyramidon poisoning by the taking of tablets containing a small percentage of that drug, Sir BERNARD SPILSBURY stated that the drug was one which had a proper use, but the danger lay in cases of personal idiosyncrasies. People took tablets of the kind in question with impunity for a long time, and then the symptoms developed. The benefits derived from the drug gave people a false sense of confidence. For the makers of the tablets it was said that steps had been taken immediately—the inquest had been adjourned for three weeks to allow of an analysis of the tablets and an examination of the organs of the deceased—to exclude the drug from the preparation, which now included something equally efficacious and not harmful, while the Coroner observed that until recently the danger was not known, least of all by the makers. He also intimated that after 1st May next the drug will be in a category rendering its promiscuous sale more or less impossible. The danger consisted in taking the drug without doctor's orders. A verdict of death from misadventure was returned. The matter was reported in *The Times* of 1st February.

Bankruptcy of Married Women.

A sequel to the decision in *Re a Debtor*, No. 490 of 1935 (79 SOL. J. 839), which was referred to in this column in our issue of 9th November last (79 SOL. J. 823), has been the refusal of the Registrars in Bankruptcy to place on the file bankruptcy petitions against married women where the debt has been incurred before the coming into operation of the Law Reform (Married Women and Tortfeasors) Act, 1935, which, it will be remembered, repeals s. 125 of the Bankruptcy Act, 1914. In the course of a recent *ex parte* application, reported in *The Times* of 1st February, it was argued that such refusal was founded on a misapprehension of the judgment above mentioned, and the Court of Appeal directed that a bankruptcy petition against a married woman trader in respect of a debt incurred before August, 1935, should be placed on the file. The Master of the Rolls said that he thought a point arose which ought to be argued *inter partes*, and that there could be no argument until an opposite party was brought into existence by service of the petition. The court would therefore order that the petition should be filed at the petitioner's risk and without prejudice to the right of any person affected to contend thereafter that it ought not to have been filed.

Police Car Injuries: Compensation.

IN the course of a recent letter the Home Secretary made a statement which throws light upon the position of those sustaining injuries during the pursuit of suspected persons by officers in a police car. The matter has already been alluded to in these columns in connection with the death of a civil servant in circumstances of this nature. Sir JOHN SIMON states that in this case it must not be taken that the authorities admit that the officer concerned was guilty of any negligence, but that payments from the police fund are not limited to cases in which negligence or any liability is admitted. In fact a payment was made to the widow of the deceased at once by the Receiver for the Metropolitan Police District, who deals with motor-car accident claims in which Metropolitan police officers are involved, the funeral expenses have been paid and, pending a settlement, the widow is being paid an allowance at a rate approximately equal to her late husband's salary. The passage of the letter dealing with the general position (we quote from *The Times*) is as follows: "It appears to have been generally assumed in the Press and elsewhere"—this, it may be stated, does not apply to THE SOLICITORS' JOURNAL—"that [the widow] or any other person who suffers loss or injury as the result of negligence or other wrongful act of a police officer has no legal remedy. This, however, is a mistaken view of the position. It may be that legal proceedings will not lie against the Receiver, but an injured person has a legal claim against the police officer in question which can be enforced at law if it can be proved that the officer was guilty of the negligence or wrongful act alleged against him. Furthermore, whenever any liability is admitted, or established by the courts, in respect of any negligent or wrongful act done by any member of the Metropolitan police in the course of his duty the Metropolitan police authorities make themselves responsible for seeing that the injured party obtains the full amount of the compensation which can be agreed in the case or awarded against the police officer by the courts." Sir JOHN SIMON adds that in actual practice cases of this character are in the Metropolis usually settled by agreement.

Recent Decisions.

IN *Bickersteth, since Deceased, and Another* v. *Shanu* (*The Times*, 31st January), the Judicial Committee of the Privy Council upheld a decision of the full court of the Supreme Court of Nigeria to the effect that a devise of realty which, it was provided, "shall take effect upon [the devisee] attaining the age of twenty-five years," vested at the death of the testator, subject to divestment if the person named failed to attain the age of twenty-five. It may be noted that if the gift had been held to be contingent there would have been an intestacy of the rents and profits pending the attainment of the age stated, and there was another gift to the son in the will which suggested that the testator's object was to postpone enjoyment rather than to prevent the son having any estate in the property before twenty-five.

In *Re Broad Street Press Ltd.* (*The Times*, 1st February), it was held on facts which cannot be gone into here that a sum of approximately £360,000 paid under an agreement to the liquidator of a company, which had carried on business as dealers in stocks and shares, by one out of the jurisdiction in respect of a sum exceeding £600,000 which that person was stated to have received in respect of the company's alleged fraudulent activities and to have converted to his own use was part of the assets of the said company; and a claim that the liquidator held the sum above mentioned as trustee for distribution among the shareholders of two other companies who made payment for their shares to the company and persons who made payment to the company for such shares but did not receive delivery failed, as did also a claim that the fund was divisible into thirds as assets of the three companies above mentioned.

In *Burke* v. *Spicers Designs* (*The Times*, 3rd February), the court dismissed an action for an injunction in which a dress designer and dressmakers, as designer and makers of a lady's dress, alleged that the defendants, by making and selling copies thereof had been guilty of infringement of copyright. The defendants denied that the dress could be the subject of copyright.

Proclaiming the King in Northern Ireland.

THE demise of the Crown has set the constitutional machinery of Northern Ireland to work upon material which comes to it for the first time—the accession of a Sovereign. Hitherto, that machinery has been engaged upon the ordinary functions of the Executive and the Legislature. On the occasion of former accessions the monarch was proclaimed in the cities and towns of Ulster, but the ceremony took place in pursuance of directions given in the Irish Privy Council at Dublin. But a new precedent was created at Stormont on 24th January, 1936, when the accession of King Edward the Eighth was proclaimed, and the Governor, Privy Council and members of the Senate and House of Commons took the oath of allegiance.

These proceedings were not—in a constitutional sense—independent of the action taken three days before at St. James's Palace in London, where "the Lords Spiritual and Temporal of this Realm, being here assisted with these of His late Majesty's Privy Council, with Numbers of other Principal Gentlemen of Quality, with the Lord Mayor, Aldermen and Citizens of London . . . with one Voice and Consent of Tongue and Heart" proclaimed that the High and Mighty Prince Edward had become King. The Northern Ireland Parliament has no power to make laws in respect of the succession to the Crown, so that the London proclamation of accession may be taken as the ultimate authority for what was done at Stormont. Moreover, the members of the Northern Ireland Parliament did not come together under the direct authority of the Succession to the Crown Act, 1707 (which applies at Westminster). As the two Houses stood adjourned at the time of His late Majesty's death, they were specially summoned by the Governor, by an instrument reciting the proceedings which had taken place at St. James's Palace.

The procedure at Stormont began with a meeting of the Privy Council, held by the Governor, who took the oath of allegiance to the new King, and it was then taken by the Counsellors in turn. A proclamation—similar in terms to the London proclamation—was approved, signed and laid on the table. Then the door of the council room was opened to admit the Lord Mayor of Belfast and the "other Principal Gentlemen of Quality," so that these might add their signatures to the document. Later, the two Houses of Parliament, having assembled in their respective chambers, moved to the Central Hall, by command from the Governor, who read the proclamation to them in the presence of a large concourse. The reading was followed by a salute of guns in the grounds. The two Houses returned to their chambers, took the oath and adjourned till the following day, when they passed addresses of condolence on the death of King George V.

Outside the City Hall, Belfast, the new King was proclaimed in due course by a gentleman of the Governor's household, who presented himself to the Lord Mayor, intimating the Governor's command, "to announce to your lordship and the citizens of Belfast here assembled that I am in attendance to-day to proclaim His Majesty King Edward the Eighth our lawful Sovereign." The Governor's emissary then read the proclamation signed in the Privy Council of Northern Ireland, and at the concluding "God Save the King" rounds of cheering issued from the vast crowds assembled, and at the flourish of trumpets the first report of the saluting guns was heard. The Lord Mayor then addressed the emissary, praying him to convey to His Grace, "that you have been received here with all due ceremony by the Lord Mayor, Aldermen and Citizens . . . that you have obeyed His Grace's command by reading the proclamation . . . and that the said proclamation has been received with unbounded enthusiasm by the loyal citizens here assembled, whose fidelity to the Crown, so often publicly expressed, has again this day been shown with renewed emphasis." In an interesting note, *The Belfast Newsletter* recalls that King William III and Queen Mary were proclaimed at Belfast on 9th March, 1689, but a few days later the troops of King James II arrived in the north and Belfast was obliged to surrender. The note also states that after the discovery of the assassination plot of 1696, King William received an address from the Corporation, in which that body reminded His Majesty that they were fully satisfied that he was their rightful King, and that "as we of this Corporation were early assertors thereof in this Kingdom, so we still by God's grace persevere therein."

Subsequently, the King was proclaimed in various places throughout Northern Ireland. The function in the City of Londonderry was amply performed. The proclamation was read at noon by the Governor's representative at the Guildhall. Immediately afterwards it was read at the steps of the Courthouse by the High Sheriff. Then the Mayor of the City, following ancient custom, proclaimed the King at each of the four siege gates in the walls of Derry.

To one whose memory goes back to the accession ceremonial in Ireland under the Act of Union, inevitably a question suggests itself. Where were the Heralds, clad in tabard and mounted on horseback, whose appearance lent a mediæval splendour to the proclaiming of Edward VII and George V? Their very names are picturesque: Ulster King of Arms; Athlone Pursuivant; Dublin Herald. No doubt their functions were inseparable from the Vice-regal system which has passed away. But yet—

"Men are we, and must grieve when even the shade
Of that which once was great is pass'd away."

Business of Courts Committee.

FINAL REPORT.

THE chief recommendations contained in the third and final report of the Business of Courts Committee were briefly indicated in a "Current Topic" which appeared on p. 81 of our last issue. It is now proposed to deal with the matter rather more fully, though necessarily in outline, and to exhibit the suggested changes in relation to existing procedure. Part I of the report is concerned with Crown Office Rules, 1906, which now govern the practice and procedure in cases on the Crown side of the King's Bench Division. The Committee advocates the abolition of the procedure known as exhibiting Articles of the Peace which is dealt with in rr. 246–256, and has in practice been wholly superseded by applications to magistrates under the Summary Jurisdiction Act, 1879. With regard to the prerogative writs, the retention of the names *mandamus*, prohibition, and *certiorari* is suggested as descriptive of the orders of the court which, it is recommended, should determine finally proceedings of this character. It is pointed out that s. 5 of the Administration of Justice (Miscellaneous Provisions) Act, 1933, provides for the abolition of the order *nisi* procedure in prerogative writ cases, and the Committee recommends in this connection that the preliminary application for leave to take proceedings required by para. (*b*) of that section should be made to a Divisional Court and be supported by an affidavit stating the applicant's case. It is considered desirable that publicity should be given to such cases at the earliest possible opportunity. The fact that a Divisional Court has come to the conclusion that a *primâ facie* case has been made out often, it is stated, has the effect of restraining persons from continuing to do acts which are subsequently proved to be unlawful. If these writs were abolished and the matters determined as suggested, the subsequent writs of *supersedeas* and *procedendo* would follow them into oblivion, any necessary modifying orders being made, as occasion demanded, by the court.

The Committee thinks there is a strong case for abolishing altogether the trial of indictments in the King's Bench Division and makes a recommendation to this effect subject to two exceptions. Trial at bar should be retained in the case of indictments found by a grand jury of Middlesex (see Administration of Justice (Miscellaneous Provisions) Act, 1933, First Schedule) and in any other case where the court at present has power to order a trial at bar on the ground that the matter is considered appropriate for such procedure. In the former case it is suggested that the court should have power to direct a trial at the Central Criminal Court before three judges or a single judge, in the latter a similar alternative before three judges is advocated. These recommendations preserve the second ground in r. 13 of the Crown Office Rules for removal of an indictment to the King's Bench Division, namely "that some question of law of more than usual difficulty and importance is likely to arise upon the trial," but the others—"that a fair and impartial trial of the case cannot be had in the court below, . . . or that a view of the premises in respect whereof any indictment is preferred, or a special jury may be required for a satisfactory trial of the same"—would no longer afford grounds for such removal. Change of venue, it is thought, can be effected more simply; viewing the premises in days of easy transport and photography do not justify removal of the scene of the trial, while the present position in regard to special juries is considered to be unsatisfactory.

With regard to proceeding by information, it is pointed out that there is no case for which an information may be filed which cannot also be made the subject of an indictment, while the abolition of grand juries in 1933 has robbed this form of procedure of its most substantial advantage. Procedure by information filed with leave of the court by the Master of the Crown Office at the instance of a private prosecutor should, it is urged, be abolished; that by information filed *ex officio* by the Attorney-General should, on the other hand, be retained, its utility being recognised in such cases as *Rex* v. *Mylius* (*The Times*, 2nd February, 1911), where such an information was laid in respect of a libel on the Sovereign, and in cases of libels on judges and high officers of state where preliminary proceedings before magistrates may be undesirable. Rules necessitated by the limited class of indictments and informations still triable in the King's Bench Division should, it is thought, follow as far as possible the ordinary practice in cases tried at assizes. Some of the existing Crown Office Rules dealing with the trial of criminal cases, notably the rules which deal with compelling appearance, seem to the Committee to be out of date, and it is recommended that the rules which provide for the outlawing of defendants who fail to appear should be abolished.

The abolition of informations in the nature of *quo warranto* is advocated, existing procedure in such cases being described as unnecessarily long and elaborate. It may be noted in passing that this form of procedure is abolished by the Local Government Act, 1933, in cases within s. 84 (*ibid.*, sub-s. (6)). The Committee recommends that, where a person unlawfully claims an office, there should be a right to appeal to the court for an order prohibiting him from acting in the office, and that the order should be conclusive. This would bring the procedure into line with that proposed in cases of the prerogative writs. No recommendations are made for any alteration in regard to *habeas corpus* or proceedings for attachment for contempt of court.

Having thus dealt with the problem of revision, the Committee recommends that such of the Crown Office Rules as relate to purely criminal matters—indictments and criminal informations triable in the King's Bench Division, applications for a trial at bar or a change of venue and applications for bail—should be dealt with in a separate set of rules to be given a title appropriate to their subject matter (not "Crown Office Rules"), while all other proceedings on the Crown side should be incorporated in the Supreme Court Rules. Moreover, in view of the provision of the Administration of Justice (Appeals) Act, 1934, that all appeals from county courts shall be heard by the Court of Appeal, and the consequent depletion of the Civil Paper, it is proposed that "the rather confusing distinction" between that and the Crown Paper be abolished and that all business to be heard by the Divisional Courts of the King's Bench Division be entered in the Crown Paper.

The two suggestions outlined in the last paragraph could, the Committee states, clearly be effected under the existing rule-making powers. With regard to the prerogative writs, although the proposals are matters of procedure, it is thought that the very definite contemplation in s. 5 of the Administration of Justice (Miscellaneous Provisions) Act, 1933, of the continuance of such writs would necessitate some legislative amendment of that section. The fact that information in the nature of *quo warranto* is an old-established process and rests to some extent on statutory authority would render it advisable, the Committee thinks, to effect the proposed change by statute rather than by rule. The other recommendations could only be effected by legislation.

In Part II of the report, which is concerned with patent actions, the Committee expresses itself averse to any further limitation or restriction of appeals in such cases, nor does it favour any delegation of the hearing of patent actions to the Comptroller of Patents or any special officer of his department, or the appointment of a specialist judge. The Committee, however, expresses its wish to emphasise the desirability of investigating whether there should not be a change in the law "which allows a number of patents to be put on the register which would never find their way there, if objection could be taken to them on the ground of want of subject matter," and it is suggested that Ord. LIIIA, r. 21A, be amended so as to enable the judge, (*a*) to order the parties to embody their scientific evidence in affidavits to be subject to cross-examination and to be exchanged before the hearing in court, and (*b*) to order the parties to exchange statements (to be signed by counsel) setting out all matters of fact and contentions of law (including contentions on the construction of documents), on which they intend to rely at the trial.

Important changes are proposed in Part III of the report in regard to the rule as to ordering an affidavit of ships' papers in actions of policies. Since this part of the report, as Part II, relates to a somewhat specialised subject, we propose to treat the matter less fully than has been thought desirable in the case of Part I. Briefly, it is suggested that, save in exceptional cases, an order for discovery in these cases should be made in the usual form except that it should extend to all persons interested in the proceedings and in the insurance which is the subject of the action. A further application may then be made for an order for ships' papers in full form, whether it is granted then, or, in exceptional cases, in the first instance, being a matter within the discretion of the judge. It is recognised that the judge in dealing with such an application will generally want to know what the underwriter's defence is, though in some cases the underwriter will fairly say that he must have fuller discovery before he discloses his defence. "But," the report states, "except in these rare cases, it will be possible, by ascertaining what is the intended defence, to limit the scope of the affidavit and in many cases it may not be necessary to order a stay." As indicated in our last issue the Committee makes the further proposal that in marine actions, with a view to saving expense, underwriters should be permitted by the courts to put in evidence documents of a non-controversial nature such as ships' logs, stowage plans, weather reports, etc., without formal proof.

Mr. Herbert Martin Rixsen Pothecary, M.C., solicitor, of Sevenoaks, and of King William-street, E.C., left £41,856, with net personalty £20,558.

Company Law and Practice.

The Position of "Continuing Directors."

Article 83 of Table A provides that "the continuing directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the company as the necessary quorum of directors, the continuing directors may act for the purpose of increasing the number of directors to that number, or of summoning a general meeting of the company, but for no other purpose." The practical value of an article of this nature empowering continuing directors to act despite vacancies in their body will, I think, be apparent, on a little reflection: for you may well have a situation in which, through death or otherwise, the number of directors has been reduced either below the minimum number fixed by the articles or below the quorum necessary for directors' meetings, and for either reason the directors may be powerless to act unless they are expressly authorised so to do by an article in these or similar terms. I say "may be," because, for example, the wording of the article fixing the minimum number of directors may be not imperative but directory only. But, if the wording is imperative and the directors fall below the minimum number and there is no power for continuing directors to act, the acts of the continuing directors will be invalid: see, for example, *In re Alma Spinning Company; Bottomley's Case*, 16 Ch. D. 681. There the articles provided that the business of the company should be conducted by not less than five directors. The number of directors, in course of time, dropped to four, and these four directors made a call. There was no power in the articles for continuing directors to act, and it was held that the call was invalid. In the same way, though the articles may not fix a minimum number of directors, they may fix a quorum and if, after the number of directors has dropped below that fixed for a quorum, the remaining directors purport to act when not specifically authorised to do so, their acts may, again, turn out to be invalid: cf. *Newhaven Local Board* v. *Newhaven School Board*, 30 Ch. D. 350.

The difficulty arising in these cases will be obviated if the articles do empower the continuing directors to act. Take, first of all, the case where the number of directors has fallen below the minimum number fixed by the articles. In *In re Scottish Petroleum Company*, 23 Ch. D. 413, the articles of association provided that the number of directors should not be less than four or more than seven; two directors should form a quorum, and the continuing directors might act notwithstanding any vacancy in the board. In the first place, four directors were appointed but, of these, two subsequently resigned. At a meeting of directors the remaining two proceeded to allot shares. The allottee sought to have his name removed from the register of members on the ground (*inter alia*) that the allotment was void, inasmuch as the board of directors was not filled up to the minimum number. This contention was rejected by the Court of Appeal, who held that the allotment by the two directors was valid in view of the provisions of the article empowering continuing directors to act despite vacancies. The same point arose in *In re Bank of Syria; Owen* v. *Ashworth's Claim* [1900] 2 Ch. 272, [1901] 1 Ch. 115. There the articles of association provided: (38) that the number of members of the council of administration (that is to say, the directorate) should not be less than three; (42) that the continuing council might act notwithstanding any vacancy; and (53) that the council might determine the quorum necessary for the transaction of business. The number of members of the council became reduced to two, and it was alleged that the council had passed a resolution fixing the quorum at three. The question arose as to whether the acts of the two continuing directors were binding on the company. In the court of first instance, Wright, J., after holding that there was no evidence that a quorum had been fixed, said this: "I am asked to say that, inasmuch as there were only two directors acting at that time, they had no power to bind the company. But it seems to me that I ought to hold, having regard to the authorities, that Article 42, which provides that a continuing council may act notwithstanding any vacancy, gets over the difficulty. I cannot see that those words ought to be limited to the case of filling up a vacancy or to cases of emergency. To place such a construction on the article would, it seems to me, be altering the articles. It may be that the extraordinary result follows that, as regards outside persons, if there was only one director, he could act for the company. I suppose that result does follow. . . ." The decision on this part of the case was affirmed by the Court of Apeal ([1901] 1 Ch. 115). It may be noted that Lord Alverstone, C.J., speaking with reference to the allegation that the quorum of directors had been fixed at three, said that this did not, in his opinion, make any difference.

The decision in *York Tramways Co.* v. *Willows*, 8 Q.B.D. 685, is to the same effect. There the articles of association provided that "(68) the number of the board shall not be less than three," and "(72) any casual vacancy occurring in the board may be filled up by the board. The continuing board may act notwithstanding any vacancy." The number of directors was reduced by resignation to two, and they resolved that shares should be allotted to X. X subsequently withdrew his application and refused to pay the amount of the shares allotted to him. He contended on the authority of *In re Alma Spinning Company, supra*, that the fact that the number of directors was reduced below the minimum fixed by the articles invalidated the allotment. The Court of Appeal held that the two continuing directors had power to act under Art. 72. Lord Coleridge, C.J., said (at p. 695): "If there were two directors only, the two were acting during a casual vacancy. The board does not come to an end because a casual vacancy occurs. If any other construction were adopted than that which I have put upon these articles, the board of three directors must cease to exist upon the accidental death of one of its members, and the whole affairs of the company must come to a standstill." As we have seen, however, this danger may exist if the articles do not make provision for it by empowering continuing directors to act.

There is, however, one case where the presence of an article empowering continuing directors to act will not validate the acts of directors who are fewer in number than the minimum fixed by the articles; that is where the minimum number prescribed by the articles has never existed: see *In re Sly, Spink & Co.* [1911] 2 Ch. 430, where, at p. 437, Neville J., said: "It is said that they were continuing directors because they had not ceased to be directors. I do not think that is a reasonable interpretation to put upon the words. . . . The expression is a familiar one, and it applies to cases where the number of the original board has been reduced by death or otherwise, and in such case those who are left . . . would be entitled to conduct the business of the company. With regard to that, I think the two cases . . . *In re Scottish Petroleum Co., supra*, and *In re British Empire Match Co.*, 59 L.T. 291, show very clearly the distinction between the cases where directors too few in number can and cannot act as continuing directors. In one case you have a board insufficient in number from the first, and notwithstanding the continuing clause it was held that the board could not transact business. In the other case you have a board which was originally competent to transact business, but was diminished by retirement to a number less than that provided for by the articles. The continuing clause was held to apply and those directors were held to be competent to transact the business of the company."

We have seen that acts done by a board of directors which is below the quorum fixed by the articles will be invalid; but here again it seems to me that if they are "continuing

directors" and, as such, are empowered by the articles to act, they can validly do so. Of course, if the relevant article is in the form of art. 83 of Table A, no question can arise; in such a case they are expressly authorised to act, but only for the purposes of filling up the quorum or of summoning a general meeting. Suppose however that the relevant article is simply, "The continuing directors may act notwithstanding any vacancy in their body." It would appear from the remarks of Wright, J., in *In re Bank of Syria, supra*, and also from what Lord Alverstone said in the Court of Appeal in that case, that such an article empowers directors whose number has fallen below the quorum to act generally. The authority on this point is certainly not very conclusive, but the decision in *Channell Collieries Trust Limited* v. *Dover, St. Margaret's and Martin Mill Light Railway Company* [1914] 2 Ch. 506, also points this way. That case depended in part upon the construction of s. 89 of the Companies Clauses Consolidation Act, 1845, which provides that "If any director die or resign or become disqualified . . . the remaining directors . . . may elect in his place some other shareholder duly qualified to be a director." The order under which the company was incorporated provided *inter alia* that the quorum at a directors' meeting should be three, but if the number of directors was reduced to three the quorum was to be two. The number of directors had been reduced by reason of disqualification to one, and he subsequently appointed other directors. The validity of these appointments fell to be decided. As a matter of construction there was no doubt that the words "the remaining directors" included the singular; but the question (amongst others) arose as to the effect of the absence of the required quorum. Lord Cozens-Hardy said this: "Under the Companies Clauses Act, 1845, as continuing director, he had power to fill up the vacancies on the board. The fact that a person exercising that power does not constitute a quorum is not really a relevant matter . . . Any other view on that point would paralyse many a company. It is very common indeed to have a company the directors of which are merely the quorum, and therefore, unless there is a power for the continuing director or directors to fill up a vacant place in the directorate, the company would be at a deadlock."

It will be remembered that the Interpretation Act, 1889, applies to Table A; so that where Table A applies or the articles of a company provide that the plural shall include the singular, an article empowering continuing directors to act will enable a sole continuing director to act. This power will of course be generally limited to the summoning of a general meeting or the appointing of directors to make up the quorum; but if the powers given to continuing directors are not restricted to these two functions, or if no quorum has been fixed, so that the restriction does not apply, it seems difficult to escape the conclusion that a sole continuing director would have power to exercise the directors' powers generally. This at any rate seems to have been the view of Wright, J., in *In re Bank of Syria, supra*; and although he considered it an extraordinary conclusion, it might nevertheless in certain cases be convenient that a sole continuing director should be able to exercise the directors' general powers; for if the articles required a director to be qualified and there was no other shareholder holding the necessary qualification, a continuing director would not, if his powers were restricted as they are by cl. 83 of Table A, be in a position to appoint a director or directors to make up the necessary quorum, and the company's activities might be temporarily paralysed.

Mr. V. Seaton Gray, solicitor, Clerk to Whitby Urban District Council, has presented to the Council a chain of office for the use of the chairman. The gift was made in memory of the services to the town of his late father. The thanks of the Council were expressed by the Chairman (Mr. W. B. Sinclair).

A Conveyancer's Diary.

The Restraint on Anticipation and the Protective Trusts.

THE Law Reform (Married Women and Tortfeasors) Act, 1935, so far as it relates to the abolition of the restraint on anticipation may have some curious results, but I think that it is generally assumed that the protective trusts may be substituted for the restraint with even greater protection to married women than that afforded by the restraint.

One obvious advantage of the protective trusts is that the protection continues throughout the life of the married woman and does not cease upon discoverture. In the case of the restraint it attaches only during marriage, is lifted when the woman becomes a widow and re-attaches on her re-marriage, that is, if in the meantime she has not disposed of the property which is the subject of it. The protective trusts, on the other hand, do not apply only to married women and continue to be effective without regard to coverture.

My attention has, however, been called to the fact that at least in certain circumstances of not uncommon occurrence the protective trusts cannot be relied on, although the restraint on anticipation could have been imposed.

Take the case of a marriage settlement when a power of appointment is given to the spouses or one of them to appoint the trust property between the children or other issue of the marriage. That is quite common form in a settlement of personalty. Under such a power it would have been possible and, indeed, was very usual, for an appointment of a share to be made in favour of a daughter of the marriage for life without power of anticipation. The appointment would both have been good and the restraint effective, although no special powers to impose the restraint were contained in the settlement creating the power.

It is important to note that the protective trusts would not be available in such a case. I say that it is important because there must be innumerable settlements in existence where such a power is conferred and not yet exercised where, in the ordinary course of things, an appointment would be made to a daughter or daughters with a restraint upon anticipation. Now that cannot be done, and I think that it is certain that the protective trusts cannot be invoked.

I need hardly remind the reader of the usual form of the protective trusts now contained in s. 33 of the T.A., 1925. The property is to be held upon trust for the beneficiary during his life or until he or she shall become bankrupt or alienate (I am putting it very shortly), and upon the happening of such an event, and during the remainder of the lifetime of the beneficiary, upon discretionary trusts for the benefit of the beneficiary and his or her spouse, children, and so forth.

Now it is manifest that, by giving to the trustees this discretionary power to decide to whom the income is to be paid after the bankruptcy of or alienation by the beneficiary, the donee of the power is delegating to the trustees a power which, by the settlement creating the power, is conferred upon him personally.

That cannot be done. The maxim *delegatus non potest delegare* applies.

It has been for long established that a donee of a power cannot delegate it and there are many authorities on the subject.

Thus, to take a recent case, in *Boulton's Settlement* [1928] Ch. 703, the facts were that a testator, in exercise of a power of appointment among children and issue contained in his marriage settlement, by his will bequeathed specific property to his son W and directed his trustees to hold the income of the remainder of the trust property upon protective trusts for the benefit of his son O and subject thereto to hold the remainder of the property in trust for his granddaughter M.

It was held that as the appointment upon "protective trusts" as defined by s. 33 of the T.A., 1925, gave a

discretion to trustees to apply the income in the event of a forfeiture for the benefit either of O or his wife or children, it was to that extent void, both as being a delegation of the power and in excess of it.

Even were the objects of the discretionary trusts the same as the objects of the power, that would not suffice, for it is the delegation that vitiates the appointment (see *Williamson* v. *Farwell* (1887), 35 Ch. D. 128).

It seems, then, that in this very important class of case, the protective trusts cannot be made use of to take the place of the restraint upon anticipation.

There is one provision, at any rate, in the Law Reform (Married Women and Tortfeasors) Act, which will be welcomed. In the event of a restraint being imposed by a will dated before the commencement of the Act the restraint will take effect as under the old law if the testator dies within ten years afterwards. The draftsman of the Act no doubt had in mind the hardship inflicted by some of the transitional provisions of the L.P.A.

On the subject of this restraint on anticipation as contrasted with the protective trusts I cannot do better than refer the reader to Mr. Topham's lecture before the Solicitors' Managing Clerks' Association, reported fully in our issue for the 28th December. Mr. Topham does not, however, touch upon this question, with which I have dealt, arising under powers of appointment.

Devolution of Realty of Lunatic—Effect of Legitimacy Act, 1926.

A very interesting point was decided in *Re Berry*: *Lewis* v. *Berry* [1936] W.N. 19. The question in effect was whether the Legitimacy Act, 1926, had repealed s. 51 (2) of the A.E.A., 1925, regarding the devolution of the real estate of a person of unsound mind. The facts were that E. M. Berry died in February, 1922, intestate, and a spinster without parents or brother or sister of the whole blood; she had been for many years a person of unsound mind, but leaving a brother and sister of the half blood. The sister was not legitimate at the time of her birth but subsequently became so under the Legitimacy Act, 1926, by reason of the subsequent marriage of her parents.

The brother claimed the realty of the deceased by virtue of s. 51 (2) of the A.E.A., 1925. The sister claimed to be entitled as a consequence of the provisions of s. 3 (1) of the Legitimacy Act, 1926.

By s. 45 (1) of the A.E.A., it will be remembered, all the existing modes, rules and canons of descent and devolution of real estate are abolished, but there is in s. 51 (2) a saving as to the estate of a person of unsound mind. The sub-section reads :—

> "The foregoing provisions of this Part of this Act do not apply to any beneficial interest in real estate (not including chattels real) to which a lunatic or defective living and of full age at the commencement of this Act, and unable, by reason of his incapacity, to make a will, who thereafter dies intestate in respect of such interest without having recovered his testamentary capacity, was entitled at his death, and any such beneficial interest . . . shall . . . devolve in accordance with the general law in force before the commencement of this Act applicable to freehold land, and that law shall, notwithstanding any repeal, apply to the case."

Now, it is plain enough that under that enactment, the brother of the deceased was entitled to her real estate, the sister being illegitimate under the law which the sub-section makes applicable to the case.

For the sister, however, s. 3 (1) of the Legitimacy Act, 1926, was invoked.

The sub-section reads :—

> "Subject to the provisions of this Act, a legitimated person and his spouse and children or more remote issue shall be entitled to take any interest—
>
> (*a*) in the estate of an intestate dying after the date of legitimation ;
>
> (*b*) under any disposition coming into operation after the date of legitimation ;
>
> (*c*) by descent under an entailed interest created after the date of legitimation
>
> in like manner as if the legitimated person had been born legitimate."

Under that enactment no doubt the sister of the deceased would have been entitled to share in the real estate or the proceeds of sale thereof.

The problem was which of these statutory provisions was to prevail.

Farwell, J., solved the problem by holding that sub-s. 51 (2) of the A.E.A. was not impliedly (of course it was not expressly) repealed by the Legitimacy Act, s. 3 (1).

His lordship said : "It is well settled that the court does not construe a later Act as repealing an earlier Act, unless it is impossible to make the two Acts or two sections of the Acts stand together, i.e., if the section of the later Act can only be given a sensible meaning if it were treated as impliedly repealing the section of the earlier Act."

The learned judge went on to say that there was no such inconsistency between s. 3 (1) of the Legitimacy Act and s. 51 (2) of the A.E.A. as would compel the court to hold that the Legitimacy Act impliedly repealed the provisions of the earlier Act. Consequently the brother of the deceased was held entitled to the real estate.

Landlord and Tenant Notebook.

Fixtures and the Covenant to Deliver up.

In cases about fixtures and their removability, there has for some time been a marked tendency to enlarge the rights of tenants (Cozens-Hardy, L.J., said as much in *Mears* v. *Callender* [1901] 2 Ch. 388). But it would be possible by apt words to bargain away the right of removal, which has not yet been made inalienable ; and this very nearly happened in *Mowats, Ltd.* v. *Hudson Bros., Ltd.* (1912), 105 L.T. 400, C.A., a case in which the judge at first instance found for the landlords, and the Court of Appeal set aside his judgment by a majority.

The facts were that the plaintiffs had granted the defendants, in consideration of rent and covenants, a twenty-one year lease of a then unfinished shop. The defendants covenanted in the lease within three calendar months at their own expense to erect and complete and finish in a good, substantial and workmanlike manner under the inspection and to the satisfaction of the lessors or their surveyor a suitable shop front to the said premises and all necessary fittings for the carrying on of the trade or business of a provision merchant. This was followed by a covenant to keep in repair and deliver up in repair the said premises.

The defendants had entered, and had within the prescribed three months erected and completed and finished in a good, etc., manner the agreed shop front, and had also installed a cashier's box, shop counters, and what is vaguely described as an oak wall fitting with shelves and a marble top. Just before the end of the term they removed the box, counters and oak wall fitting. The question was whether they had thereby broken the covenant to deliver up.

In the High Court, the learned judge who tried the case admitted evidence tending to show, by reference to the amount of the rent and other circumstances, a common intention that the fittings should become the landlords' property. On this he came to the conclusion that the erecting and fitting up were an essential part of the bargain. Consequently, the covenant to deliver up in good repair applied to the fittings.

In the Court of Appeal, Vaughan Williams, L.J., took the same view, pointing out that the evidence complained of

neither varied nor contradicted the lease. Evidence would clearly be admissible to show whether the tenants had in fact paid for what they had covenanted to erect " at their own expense " ; oral evidence could be adduced to establish the degree of annexation. All that had happened was that the landlords had by taking the covenant bought the fixtures.

The majority judgments of Fletcher Moulton and Buckley, L.JJ., proceed on slightly different lines. Both regarded the question as one of construction only, but the former was content to point out that the covenant to build the fittings said nothing about whose property they should be, so the question was to be decided by the ordinary rules of law, which made them the tenants', provided they were removed before the term ended. Buckley, L.J., dwelt more on the arrangement of the covenants, holding that there was clearly an important distinction between the shop front and the fittings. The shop front was to be erected " to the said premises " ; the fittings were not so qualified, therefore they were fixtures. They would nevertheless fall within the scope of the covenant to deliver up " the said premises " if the expression " the said premises," wherever it occurred, had not clearly meant " the demised premises."

These judgments are instructive, and in particular the last part of that of Buckley, L.J., suggests how easy it may be for an intending tenant—who is usually unadvised, and ready to sign anything that will give him possession of what he has set his heart on—unwittingly to deprive himself of his right to remove fixtures.

Undoubtedly one can trace the origin of the trouble to the uncertainty as to whether fixtures are chattels which are potentially realty or realty which is potentially chattels. (Fletcher Moulton, L.J., in the case discussed, unquestioningly accepted the potential realty proposition ; hence his unconcern with the covenant to deliver up.) This apparently academic point was discussed in the " Notebook " of 19th January, 1935 (79 Sol. J. 45) ; as the House of Lords has delivered conflicting judgments on the subject, it wants a statute to define the status.

Lord Justice Buckley's judgment in *Mowats Ltd.* v. *Hudson Bros. Ltd.*, rested ultimately on the construction placed upon the word " premises." The shop front was to be erected, etc., *to* the premises ; the expression is not used in connection with the fittings, but presumably if the wording had been even more elaborate the covenant would have said " on " the premises. The meaning of the word " premises " has, of course, undergone much modification ; originally it meant those parts of a lease which (or some of which) precede the Habendum (namely, recital, date, parties, consideration, operative words or words of demise, parcels, reservations, exceptions), i.e., " what has gone before " : but we all know that etymology is no sure guide to the meaning of a word ; " manufacture " is applied to processes in which the hand plays a very small part ; and subscribers to this paper do not expect a new issue every day. The meaning commonly ascribed to " premises " nowadays was recognised by Lord Campbell, L.J., in *R.* v. *Leith* (1852), 1 E. & B. 121 (a rating case concerning the status of a floating pier) when with apparent distaste his lordship spoke of " what I might call the vulgar sense of the term." The term occurred in a local Act which spoke of " hereditaments or premises " and many statutes now in force, local and general, adopt the " vulgar sense," e.g., Public Health Acts, Rent Restriction Acts. As to leases, a common meaning of " premises " is illustrated by the decision in *Minton* v. *Geiger* (1873), 28 L.T. 449. The defendant had held a furnished house under an agreement describing the parcels as " all that house and premises, together with the gardens, pleasure grounds, coal-house and stabling thereto belonging and known as," etc. During the term of seventeen weeks, a hay crop matured in a meadow contiguous to a garden contiguous to the house, and the tenant took the hay. He was sued for conversion, and at first instance somehow managed to give evidence that in preliminary negotiations the extent of the property had been given as seven acres, which would necessarily include the meadow ; but the landlord was allowed to adduce equally questionable testimony of a verbal reservation of the hay, which the jury accepted. The decision was affirmed on quite a different ground, namely that as a matter of construction " premises " meant only what was " closely and intimately connected with the house." This makes the matter one of degree ; but the significance of it all is that " premises," which originally bore an abstract meaning, now denotes something concrete—and something capable of being kept and yielded up in good repair.

Our County Court Letter.

THE RESTRICTIVE COVENANTS OF DRAPERS.

In the recent case of *Bradford & Son* v. *Marsh* at Wolverhampton County Court, the claim was for damages for breach of an agreement that the defendant would not, for two years after leaving the plaintiffs, go elsewhere in competition in Wolverhampton. The plaintiffs' case was that in August, 1930, the defendant became an apprentice, and in 1933 she was offered the post of second saleswoman in the gowns and mantles department—on condition that she signed the agreement. Having consulted her father, the defendant did so, but in September, 1935, after having a fortnight's holiday, the defendant had given notice. She had then joined the staff of a modiste, on the opposite side of the road. The plaintiffs' case was that, in their class of trade, customers relied on the assistants' taste and judgment, and were apt to follow them in different employments. The defence was that the covenant was too wide, as it would have prevented the defendant from serving behind the counter in any stores, or even in a toyshop, as the plaintiffs sold toys in their children's department. His Honour Judge Tebbs observed that the covenant was reasonable as regards time and distance, and the defendant was now employed in a post similar to that previously held by her while in the employ of the plaintiffs. The covenant, however, was also wide enough to be operative against her in other kinds of employment, and was therefore void. Judgment was given in favour of the defendant on the claim, and also on a counter-claim for £10 in respect of wages lost during the period of an interim injunction, which was dissolved. Compare *Attwood* v. *Lamont* [1920] 3 K.B. 571.

TINNED SALMON AND FOOD POISONING.

In *Woolrich* v. *Hardman*, recently heard at Wrexham County Court, the claim was for £100 as damages in respect of the sale of a tin of salmon at the defendant's stores. Some hours after the purchase, the tin was opened, and the contents were seen to be of a brownish colour, instead of pink. The liquid also had a rusty look, but the plaintiff and his family nevertheless ate the salmon, and some pieces were given to an Alsatian dog. The latter howled with sickness during the night, and was subsequently destroyed, but another dog (who had no salmon) was not affected. The plaintiff himself became prostrate with sickness, and was away from business for a fortnight, and his wife and son were also ill. The plaintiff's medical evidence was that an analysis of the remnants of the salmon revealed a culture called staphylococcus aureus and albus. Although food poisoning from this cause was rare, the organisms could set up a toxin in the body. The defence was that it was unreasonable to have eaten the salmon, in view of its colour. and there was no necessary connection between the consumption of the salmon and the subsequent symptoms. Medical evidence was given that the above organism was widespread, but was only dangerous if taken through the skin, i.e., it was the ordinary germ setting up local sepsis, and was not the cause of food poisoning. His Honour Judge Sir Artemus Jones, K.C., remarked that the

issue was not what germ caused the damage, but whether the salmon was edible, i.e., reasonably fit for human consumption. No reasonable man could disregard the combination of circumstances, viz., the consumption of the salmon, and the development of the symptoms—not only among the family but also in one dog, while the other dog was not affected. The defendant had bought the salmon in good faith and was an innocent instrument in its sale, but he was nevertheless liable. Judgment was therefore given for the plaintiff for the amount claimed, with costs. Compare *Grant* v. *Australian Knitting Mills, Ltd.* (1935), 79 Sol. J. 815.

Obituary.

Mr. G. M. E. JONES, K.C.

Mr. George Morgan Edwardes Jones, K.C., of Fig-tree-court, Temple, died at his home at Wimbledon on Wednesday, 5th February, at the age of seventy-seven. Mr. Jones, who was educated at Brighton College and Pembroke College, Cambridge, was called to the Bar by the Inner Temple in 1883. He was a Fellow of Pembroke from 1883 to 1889, and he was also a Fellow of King's College, London. He took silk in 1925. Mr. Jones wrote a book on the law of public education, and edited Blunt's "Book of Church Law." He was an alderman of the Surrey County Council.

Mr. G. R. DRANSFIELD.

Mr. George Robert Dransfield, solicitor, partner in the firm of Messrs. Dransfield & Elsdon, of Newcastle-upon-Tyne, died at Ambleside, on Friday, 31st January, at the age of seventy-eight. Mr. Dransfield was admitted a solicitor in 1880.

Mr. C. V. B. MORRIS.

Mr. Charles V. Boleyn Morris, retired solicitor, head of the firm of Messrs. Morris & Morris, of Carmarthen, died on Tuesday, 28th January, at the age of fifty-four. Mr. Morris, who was admitted a solicitor in 1909, retired from practice about two years ago on account of ill-health.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* The Solicitors' Journal.]

The late Lord Reading.

Sir,—There is a fact in connection with the late Lord Reading which I have not seen mentioned in any of the notes on his life which have appeared in the Press since his death, and which may not be known even to those intimately acquainted with him, namely, that he began his study of the law in what is perhaps the best of all training grounds, a solicitor's office.

The office was that of Mr. Algernon Sydney, a prominent Jewish solicitor, in Finsbury-circus, where the Bank of England offices now stand.

My father (himself a solicitor) was at the time managing clerk to Mr. Sydney, and he used to say he could claim the credit for imparting to the future Lord Chief Justice his first legal knowledge.

I myself was for a long time in Mr. Sydney's office many years after, and I recollect being told often that the chair I used to sit in was the one which Rufus Isaacs had occupied in his younger days.

Lord Reading did not forget Mr. Sydney, and with his usual charming courtesy, never failed to greet him with a bow whenever, in later years, he happened to come into his court.

J. H. Gamble.

Finsbury Pavement, E.C.2.
1st February.

The Powers of Marketing Boards.

Sir,—In your issue of 25th January, "Solicitor" refers to the case of the *Potato Marketing Board* v. *Setchell*, recently heard at the Westminster County Court. "Solicitor" is confusing two things, namely, the levies which the Potato Marketing Board are entitled to make for the operation of the scheme and penalties which the Board may impose in respect of breaches of the scheme or the Board's determinations. The case *Potato Marketing Board* v. *Setchell* was for the recovery of a levy which had become an ordinary debt recoverable by county court procedure.

Paragraph 86 (1) of the scheme, referred to by "Solicitor," provides that no penalty shall be imposed until the registered producer has had an opportunity of being heard by the Board. No penalty is ever imposed by the Board without the registered producer concerned being made acquainted with this right.

E. C. Boughton,
Secretary, Potato Marketing Board.

Kingsway, W.C.2.
30th January.

Reviews.

Complete Practical Income Tax. By A. G. McBain, Chartered Accountant. 1935. Demy 8vo. pp. xxi and 311. London: Gee & Co. (Publishers), Ltd. 7s. 6d. net.

This handy guide to the law of income tax deals concisely and clearly with many points arising in the daily practice of accountants and of some solicitors. The illustrations are admirable, but are mostly hypothetical cases for the assistance of the accountant. There is a complete absence of reference to decided cases. This may, or may not, be a good thing, according to the needs of the user, but the lawyer misses such familiar references as *British Insulated and Helsby Cables Limited* [1926] A.C. 205, on what is a capital expenditure; *Towle* v. *Improved Industrial Dwellings Ltd.* [1931] 1 K.B. 263, on the separate assessments of separate groups of flats in the same block; and *Ricketts* v. *Colquhoun* [1926] A.C. 1, as to the deduction of the expenses of travelling to and from business, to name only a few. There is, however, an admirable system of marginal reference to the relevant sections and rules of the Income Tax Act, 1918, and the Finance Acts. The book has been substantially re-written and re-arranged since the last edition in 1932, and chapters on "Back Duty" and "Land Tax and Mineral Rights Duty" have been added. The value of the book has also been enhanced by incorporating relevant Board of Inland Revenue concessions.

Books Received.

Sir Walter Raleigh and his Trial. By Master Bruce Williamson. 1936. Demy 8vo. pp. 40. London: Sir Isaac Pitman & Sons, Ltd. Price 2s.

The Yearly County Court Practice, 1936. By Edgar Dale, of the Middle Temple and South-Eastern Circuit, Barrister-at-Law, Anthony Linell, of the Inner Temple and South-Eastern Circuit, Barrister-at-Law, and Adam Partington, Group Registrar of the Ilford, etc., County Courts. In two Volumes. Demy 8vo. Vol. I, pp. ccl and (with Index) 1,951. Vol. II, pp. xvi and (with Index) 950. London: Butterworth & Co. (Publishers), Ltd.; Shaw & Sons, Ltd. 40s. net. Thin edition, 45s. net.

Nationality and Naturalisation Laws of certain Foreign Countries. 1935. London: H.M. Stationery Office. 1s. net.

Tax Cases. Vol. XIX, Part VIII. 1936. London: H.M. Stationery Office. 1s. net.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Pre-1926 Will—Settlement—Life Tenant—Remainder in Tail—Death of Life Tenant Post-1925—Disentail—Legal Estate.

Q. 3276. Under the will of A, B, on the 31st December, 1925, held real estate as tenant for life with remainder to C in tail male. No vesting deed was executed in favour of B following the 1st January, 1926. B died in 1928, whereupon C became entitled as tenant in tail male. He proceeded to bar the entail and proposes to sell the property. The purchaser contends that on the death of B, the legal estate cannot be dealt with by C until B's representatives have executed a vesting assent in his favour. C's solicitor contends that, by virtue of *Re Alefounder* [1927] 1 Ch. 360, C can sell without the necessity for any vesting assent. Will you please let us have your views as to which of these two contentions is correct.

A. We agree with the contention of the purchaser. On 1st January, 1926, the legal estate vested in B, the then tenant for life (L.P.A., 1925. Sched. I, Pt. II, paras. 3 and 6 (*c*)). The disentail can only have operated in equity, and the legal estate must now be got in by way of an assent from the personal representatives of B. The position is quite different from that in *Re Alefounder's Will Trusts; Adnams* v. *Alefounder* [1927] 1 Ch. 360. In that case the tenant in tail took the legal estate on 1st January, 1926, under L.P.A., 1925, Sched. I, Pt. II, paras. 3 and 6 (*c*), as being a person having the powers of a tenant for life (S.L.A. 1925, s. 20 (1) (i)).

Will—Condition in Restraint of Marriage.

Q. 3277. We are acting for a testator, T, who wishes us to prepare his will in the following manner: After certain dispositions he devises and bequeaths his residuary real and personal estate to trustees upon trust for sale with power to postpone sale and to stand possessed of the net proceeds of sale, and the net rents and profits until sale in trust for T's widow for her life, and after her death upon the following trusts, viz., if T's sisters, A and B, should at the widow's death be unmarried or widows then in trust for A and B equally, but if either or both of them should then be married then the share or shares of the one or ones so married should be held in trust for T's brothers and sisters (including A and B) equally. We should like to have your opinion as to whether such a disposition stands in any risk of being void as being in restraint of marriage. A and B have never married and T wishes to create the above trusts as he feels that his unmarried sisters have the first claim upon him but, if they are married, they should share equally with his other brothers and sisters. If you feel that the trusts in the above form are in danger of being void, we should be obliged if you could suggest any other method of attaining the testator's object without this danger?

A. The law on the subject of gifts in restraint of marriage is by no means very clear, but we are disposed to believe that there is a risk of the suggested disposition being open to question. A limitation (or realty or personalty) until marriage and then over, whether by way of conditional limitation or condition subsequent, is good if the object be to provide for the donee until marriage and not to restrain marriage. It is suggested, therefore, that A and B be given life interests in their respective equal half shares terminable on marriage, their respective shares going over in the desired manner on marriage. While this arrangement is not identical with the original suggestions in effect, yet it might well have the desired result, more especially if wide powers of advancement of capital were given to the trustees. The object of the disposition (to provide for the donees) should be stated in the will.

Class B House Decontrolled and Subsequently Converted into Flats.

Q. 3278. The landlord of a Class B house obtained actual vacant possession before or after July, 1933, so that the house becomes decontrolled. He subsequently, without any reconstruction, converted it into flats, each of which is within the Class C limits and is let separately. Is the tenancy of each such flat now controlled, or is it not within the Acts? Will it make any difference if the flat has previously been controlled and decontrolled?

A. If the landlord has obtained vacant possession of a Class B house, and the house has, therefore, become decontrolled under s. 2 of the Rent and Mortgage Interest Restrictions Act, 1923, the house remains outside the Acts, subject to the question mentioned below. Consequently, if the house is now let in flats which would be within the Class C limits, such flats would not, generally speaking, come within the Acts. If the flats had previously been within the Class C limits, and the letting which constituted the Class C house a separate dwelling was effected by the landlord, when such flat is re-let, it will remain within the Acts. But if the letting which constituted the Class C house a separate dwelling was a sub-letting effected by the tenant of the whole house, such flat will be decontrolled (Act of 1933, s. 2 (1): see "Wilkinson's Guide to the Rent Acts, 1920 to 1933," pp. 30, 31).

Specific Legacy of Leaseholds—Position as to net rents as from the death of testator, liability then existing on the Covenants of the Lease, and Costs of Assignment to the Legatee.

Q. 3279. A by his will devised and bequeathed his leasehold house and premises to his trustee upon trust as soon as possible after his death to assign the same to B absolutely but subject to the payment of the ground rent and to the covenants and conditions contained in the lease. The house is sub-let to produce about £90 per annum.

(1) Is B entitled to the rents and profits as from the death of A or as from the date of the assignment?

(2) Is B entitled to call upon A's trustees to comply with the covenants in the lease relating to the repair of the property which should have been performed by A?

(3) By whom should the costs of the assignment including the stamp and registration fees be paid?

A. We express the opinion that B is entitled to the net rents as from the date of the death of the testator. A specific legacy is deemed set apart for the legatee as from the testator's death. (*Chaworth* v. *Beech*, 4 V. 563.) It would appear that the general estate must bear all liabilities under the covenants of the lease which had arisen before or existed at the testator's death (*Re Betty* [1899] 1 Ch. 821). As to the cost of the assignment we have been unable to find any definite authority. We would refer our subscribers to paras. 1032 and 1058 of "Law Practice and Usage in the Solicitor's Profession" (1923 edition), and would suggest that the costs, stamp and registration fees must fall upon the legatee.

To-day and Yesterday.

LEGAL CALENDAR.

3 FEBRUARY.—On the 3rd February, 1780, Lord Chancellor Thurlow and Lord Chief Justice Mansfield met in Lincoln's Inn Hall in unique circumstances. Under a statute of Anne, a court had been created to take cognisance of illegal attacks on the privileges of ambassadors, and this was the first time it had ever sat. The Attorney-General complained that a certain upholsterer had issued a writ against Signor Pizzoni, the late Resident from the Republic of Venice. The attorney who signed it and the sheriff's officer who executed it were also brought up as culprits. The defence pleaded that Pizzoni, having had his audience of leave, and his successor having been introduced to the King, it had been thought that his privileges had expired. The court found the prisoners guilty, but reserved the question of punishment.

4 FEBRUARY.—On the 4th February, 1806, Lord Eldon took leave of the Bar in retiring from the Chancellorship. He said: "I quit the office I hold without one painful reflection. Called to it by the authority of those whom it was my duty to obey, I have executed it, not well, but to the extent of my humble abilities . . . I enjoy the grateful feeling that there is no suitor of this court who can say I have not executed it conscientiously . . . I am upheld by the hope that I shall carry with me the continued esteem of a profession for which I feel an attachment that will descend with me to the grave." The retirement was not for long. In little more than a year he was back in office, prolonging the conscientious delays of Chancery.

5 FEBRUARY.—A Temple tragedy reached its culmination on the 5th February, 1851, when Mr. Justice Coleridge, sitting at the Old Bailey, passed a sentence of two years' imprisonment on Mr. George Sloane, an eminent special pleader, of 6, Pump-court, and his wife. The charges against them had revealed a long continued course of the most revolting cruelty towards their eighteen year old servant girl. Two years of starving, beating and ill-usage of the most disgusting sort had reduced her almost to a skeleton, when the intervention of the gentlemen in the chambers below saved her.

6 FEBRUARY.—A story of even more atrocious cruelty was heard at the Old Bailey, on the 6th February, 1846, when Captain Johnstone, of the ship "Tory," was tried for murder. After a two days' hearing before Mr. Justice Williams, he was acquitted on the ground of insanity. In the midst of the voyage, he had drunk himself into a state of mad intoxication. Having heard that there was a plan to secure him, he put the second mate in irons and killed him by literally cutting pieces off his body with a cutlass at set intervals. Another man he stabbed to death with a bayonet, and the chief mate he pursued with a cutlass till he jumped overboard. Other men he put in irons, hacked and otherwise ill-treated.

7 FEBRUARY.—On the 7th February, 1806, Lord Eldon somewhat tardily surrendered the Great Seal on the ministerial collapse following Pitt's death.

8 FEBRUARY.—On the 8th February, 1682, Mr. Justice Archer died still nominally a judge of the Common Pleas, though for several years he had been relieved by royal prohibition from the performance of the duties of his office. When the King had tried to dismiss him summarily, he had stood stoutly by the "*quamdiu se bene gesserit*" clause in his patent and refused to surrender his position without a proper writ of *scire facias*. The King found it more discreet to leave him his position and salary.

9 FEBRUARY.—On the 9th February, 1802, Sir John Freeman-Mitford was appointed Lord Chancellor of Ireland in succession to Lord Clare. He was soon afterwards raised to the peerage as Baron Redesdale. Although his bitter opposition to Catholic Emancipation made him unpopular, he introduced a great improvement in Irish practice by substituting "great learning, unwearied diligence and a spirit of scientific discussion for the flippant apothegms and irritable self-sufficiency of Lord Clare."

THE WEEK'S PERSONALITY.

When the death of Pitt brought about the collapse of the administration, the greatest blow to the King was parting from Lord Eldon, on whose loyalty and genius his enfeebled mind had come to lean with the most unreserved reliance. In February, 1806, when the great Chancellor came to surrender the seals, the miserable monarch said: "Lay them down on the sofa, for I cannot and will not take them from you. Yet I admit you cannot stay when all the rest have run away." During the short duration of the Ministry of All the Talents, Eldon did little, except to fight against the proposals to abolish the slave trade and relieve imprisonment for debt, but when the Portland administration came into power in 1807, Lord Eldon once again returned to the Woolsack and remained in occupation for twenty years, during the whole of which time the strength of his convictions, his resource in encountering emergencies and a veritable genius for managing men made his influence paramount in the cabinet, while the dignity of his person and the melody of his voice triumphed over the somewhat clumsy and circumlocutory style of his address. It was strange that one so quick to make important public decisions should in his judicial capacity have become a byword for doubt, delay and procrastination.

THE COMMON INFORMER.

That now somewhat uncommon character, "the common informer," recently made a successful incursion into the King's Bench Division, when he recovered judgments amounting to £1,450 in respect of Sunday displays of all-in wrestling. To-day, our petty restraints and regulations, numerous as they are, no longer offer these observant gentlemen the same opportunities as a century ago. Thus, a slip in the drafting of the Beer Act provided them with a regular source of revenue. The statute required licensees to state on the lintels of their doors that they were licensed to retail beer, etc. By an obvious oversight, a two-letter preposition among the words prescribed by the Act was printed in capitals, with the quaint result that if the unwary retailer failed to write them up in capitals, he was liable to a fine of £10, the money to go to the common informer. Redecorations on licensed premises brought joy and hope to the informer's heart and often substantial profit to his pocket.

JUVENILE DELINQUENCY.

One would very much like to know which High Court judge it was who, together with a bishop and a well-known medical officer of health, once robbed an orchard for revenge in their childhood. The confession of having been one of the trio was recently made by Dr. Dunstan Brewer, at the Mental Health Conference at Westminster. The escapade was certainly not unique in the lives of lawyers. The great and grave Lord Eldon used to tell how he remembered his father coming to his bedside to accuse him and his brother of robbing an orchard. "My coat was lying by my bed with its pockets full of apples, and I had hid some more under the bedclothes, when I heard my father on the stairs, and I was at that moment suffering intolerable torture from those I had eaten. Yet I had the audacity to deny the fact." He added that they always considered robbing an orchard an honourable exploit, and related how he and two others were once taken before a magistrate for it. That gentleman "acted upon what I think was a rather curious law, for he fined our fathers each thirty shillings for our offence." The fathers, of course, passed on reprisals.

Notes of Cases.

Judicial Committee of the Privy Council.

James *v.* Commonwealth of Australia.

Lord Hailsham, L.C., Lord Blanesburgh and Lord Maugham.
5th December, 1935.

PRACTICE—APPEAL TO JUDICIAL COMMITTEE—GROUNDS—DIFFICULT QUESTIONS OF LAW—PUBLIC INTEREST AND IMPORTANCE.

The petitioner, James, applied for special leave to appeal from two judgments of the High Court of Australia, given in favour of the respondent Commonwealth. Among the questions raised by the case was whether the Dried Fruits Act, 1928-1935, and the regulations made under it, contravened s. 92 of the Commonwealth of Australia Constitution Act and was invalid; and whether the Commonwealth was immune from, and unaffected by, s. 92 of the Commonwealth Constitution. The petitioner submitted that the appeal raised important questions of law gravely affecting him and all persons carrying on business in the Commonwealth.

LORD HAILSHAM, in announcing their lordships' decision to give special leave to appeal, said that, in advising His Majesty to give that special leave, the Board wished to make clear that they did not desire to encourage appeals from the High Court of Australia, or from any of the Dominions, or to enlarge the classes of cases in which those appeals were entertained. A decision of the High Court of Australia or the other Dominions was *primâ facie* final. A case must involve some difficult question of law and affect a matter of great public interest and importance in order to justify the grant of special leave. Those conditions were undoubtedly satisfied in the present case. It had been argued that the decision which it was sought to challenge followed one given fifteen years ago in *W. & A. McArthur Ltd.* v. *State of Queensland* (1921), 28 C.L.R. 530, and acted upon ever since. If, indeed, there were a case in which the decision had been given, accepted and acted upon ever since given, their lordships would be very slow to advise His Majesty to allow it to be reconsidered by the Judicial Committee. It appeared, however, that the point arising for decision in the present case arose only incidentally in the earlier one. That earlier decision had been reached by a bare majority of the judges who tried the case, and it had been the subject of considerable judicial comment and doubt ever since. Moreover, in the present case, some of the judges in the court below had expressed a strong view that it would be desirable that the matter should be considered and finally set at rest by the decision of the Judicial Committee. It therefore seemed to their lordships that the case was eminently one in which special leave to appeal should be given.

COUNSEL: *W. A. Barton*, for the petitioner; *Gavin Simonds*, K.C., and *H. L. Parker*, for the respondent; *Sir Stafford Cripps*, K.C., and *Paul Springman*, for interveners.

SOLICITORS: *Justice & Pattenden; Coward, Chance & Co.; Galbraith & Best.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

International Trustee for the Protection of Bondholders: Aktiengesellschaft *v.* The King.

Branson, J.
30th and 31st October, 1st and 8th November, 1935.

CONTRACT—BONDS ISSUED IN UNITED STATES BY BRITISH GOVERNMENT—OBLIGATION TO DISCHARGE IN GOLD COIN—PAYMENT IN GOLD MADE ILLEGAL IN UNITED STATES—WHETHER OBLIGATION VALID.

Petition of right.

The suppliant company were holders of a bond, dated the 1st February, 1917, and issued by the British Government, which provided, *inter alia*, that the principal and interest would be paid at the option of the holder either in New York in gold coin of the United States of America of the standard of weight and fineness existing on 1st February, 1917, or in the City of London in sterling money at the fixed rate of $4.86\frac{1}{2}$ to the pound. The suppliant contended that, on the true construction of the bond, the British Government contracted to pay to the bearer in New York on the due date such a sum in the money of account of the United States as represented the gold value of $27.50, such gold value to be ascertained in accordance with the standard of weight and fineness existing on 1st February, 1917. Accordingly, every "dollar" comprised in the nominal amount of each such payment ought to be treated as representing the price in New York in the money of account of the United States calculated at the due date of payment of 25.8 grains of gold of the standard of fineness prescribed by the law of the United States existing on 1st February, 1917.

BRANSON, J., said that the first question was whether the law of the contract was that of England or that of the United States. The precise point had been dealt with by Lord Romilly in *Smith* v. *Weguelin*, L.R. 8 Eq. (at pp. 212-213), and his words were cited with approval by Lord Selborne in *Goodwin* v. *Roberts*, 1 App. Cas. (at p. 494). Anyone accepting the promise of a Sovereign by way of contract must be aware that the promise could not be enforced in any court of law unless the Sovereign submitted himself to the jurisdiction of some court, and the presumption that the Sovereign would not submit to any court but that of his own country was so strong that only an express stipulation to the contrary would avail to displace it. There was no express stipulation in this case, and he (his lordship) proceeded therefore on the basis that the proper law of the contract was that of England. The next question was whether, construed according to English law, the expression in the bond to pay in gold coin of the United States of the standard of weight and fineness existing on 1st February, 1917, should be treated as fixing the mode of payment of the amount named in the bond or as laying down a measure of the obligation created by the bond. The case of *Feist* v. *Société Intercommunale Belge d'Electricité* [1934] A.C. 161, on which the suppliants had relied, was distinguishable from the present. It was clear that any person contracting in 1917 to pay an obligation in gold coin of the United States of the standard of weight and fineness existing on 1st February, 1917, must have supposed that his obligation was to pay in gold coin of the specified standard issued by the United States mint. He (his lordship) concluded that the obligation of the bond was to pay in the United States in gold coin of that country equal in weight and fineness to that which was legal tender in February, 1917, and, where the sum was too small to be so paid, then in silver or nickel coins of legal tender there. Payment in London was to be at the fixed rate of $4.86\frac{1}{2}$ to the pound, without any reference to gold coin at all. The parties could never have intended that the fixed rate of exchange should be applied to anything but the nominal amount of the bond. If the provisions as to payment in the United States had the meaning contended for by the suppliant they must have been intended to guard against depreciation of the dollar, and it would be strange if a depreciation of the dollar should lead to the obligee having to pay more sterling when sterling might not have depreciated at all. It was not disputed that it would not be practically possible, in view of the resolution of Congress, for payment to be made in the United States according to the terms of the bond, because the requisite gold coins were no longer in existence. In his (his lordship's) opinion that impossibility came within the law as stated in *Sota y Aznar* v. *Ralli Bros.* [1920] 2 K.B. (at p. 291), and the obligation to pay in New York was discharged. The result was that so much of the bond as related to payment in gold coin in New York had become void, while the obligation to pay in London at the fixed rate of

exchange calculated on the nominal amount of the bond remained of full force and effect. The petition must, therefore, be dismissed.

COUNSEL: *Sir William Jowitt*, K.C., *Cyril Radcliffe*, K.C., and *G. C. Dunbar*, for the suppliant; *The Attorney-General* (Sir Thomas Inskip, K.C.), *W. S. Morrison*, K.C., and *Valentine Holmes*, for the Crown.

SOLICITORS: *Allen & Overy; Treasury Solicitor.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Matania *v.* National Provincial Bank Ltd. and Others.

Charles, J. 4th, 5th, 6th, 9th, 10th December, 1935.

LANDLORD AND TENANT—COVENANT FOR QUIET ENJOYMENT—DEROGATION FROM GRANT—SECOND FLOOR OF HOUSE LET TO TENANT—SUBSEQUENT STRUCTURAL ALTERATIONS TO FIRST FLOOR.

Action for damages for trespass and nuisance, for breach of a covenant for quiet enjoyment, and for loss caused by derogation by a lessor from his grant. The plaintiff, a teacher of singing, leased the second floor of certain premises from the defendant bank, who knew that the plaintiff required the accommodation for the purpose of teaching singing. The lease contained a covenant for quiet enjoyment. The plaintiff entered into possession in August, 1933. In March, 1934, the bank leased the first floor of the premises to the second defendants. In that lease was a term permitting the second defendants to carry out structural alterations to the first floor by removing walls and making one large room of several smaller ones. On the 26th March, on the instructions of the second defendants, the third defendants, a firm of contractors, began the alterations, the work continuing until the 4th July, 1934. The execution of the necessary work caused such noise that the plaintiff was unable to continue to give singing lessons while it lasted. In addition, there was interference with the physical condition of his premises, the floor boards being for a time exposed on the underside, with the result that the noise was greatly increased and that a great deal of dust entered the plaintiff's premises.

CHARLES, J., said that it was material to observe that the bank knew what work the lessees of the first floor would be undertaking and what would be its effect on the plaintiff. The noise and dirt resulting from the operations had been intolerable and such as to make the plaintiff's premises uninhabitable, but nothing was done by the third defendants other than in a proper and reasonable way. He (his lordship) was satisfied that there had been no nuisance. He was bound by the often approved decision of *Harrison* v. *Southwark and Vauxhall Water Co.* [1891] 2 Ch. 409, where Vaughan Williams, J., had said (at p. 413): "It frequently happens that the . . . occupiers of land cause, in the execution of lawful works in the ordinary user of the land . . . considerable . . . temporary annoyance to their neighbours; but they are not necessarily on that account . . . causing an unlawful nuisance." He reached with some regret the conclusion that there had been no nuisance or trespass because, whereas a condition which was temporary usually lasted about a month, in this case conditions intolerable to the plaintiff had lasted over three months. The plaintiff was, however, entitled to succeed against the bank for breach of the covenant for quiet enjoyment and for derogation from the lease granted by them to him. To constitute a breach of covenant for quiet enjoyment there must be a tangible interference. Noise had been held not to be tangible, but here there had been interference with the plaintiff's floor, which had increased the noise and admitted dust freely to his room. There had, therefore, in his (his lordship's) opinion been a breach of the covenant. In *Sanderson* v. *Mayor of Berwick-on-Tweed* (1884), 13 Q.B.D. 547, Fry, L.J., had said, at p. 551, that it was in every case a question of fact whether or not the quiet enjoyment had been interrupted. There was an insistence in all the cases that the judge ought to have regard to the facts and circumstances of the case before him. With regard to derogation from the bank's grant to the plaintiff, it was inconceivable that the parties had envisaged such structural alterations as in fact took place, lasted over three months, and were bound to derogate from the plaintiff's lease. The words of Lord Loreburn in *Lyttelton Times Co. Ltd.* v. *Warners, Ltd.* [1907] A.C. 476, at p. 481, and of Branson, J., in *O'Cedar Ltd.* v. *Slough Trading Co. Ltd.* [1927] 2 K.B. 123, at pp. 127, 128, were in point. The plaintiff was accordingly entitled to damages, and his action must succeed.

COUNSEL: *Trevor Hunter*, K.C., and *Clement Edwards*, for the plaintiff; *P. B. Morle* and *Reginald Knight*, *J. W. Morris*, K.C., and *S. K. de Ferrars*, *W. N. Stable*, K.C., and *Melford Stevenson*, for the first, second and third defendants respectively.

SOLICITORS: *Cohen & Cohen*; *Wilde, Sapte & Co.*; *Ashurst, Morris, Crisp & Co.*; *Leighton & Savory.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Compania Naviera Vascongada *v.* British & Foreign Marine Insurance Co. Ltd.

Branson, J.

25th, 26th, 27th, 28th, 29th November, 2nd, 3rd, 4th, 5th, 6th, 9th, 10th, 11th, 13th, 16th, 17th, 18th, 19th December, 1935, 15th January, 1936.

MARINE INSURANCE—TOTAL LOSS OF STEAMER—ALLEGED SCUTTLING—BURDEN OF PROOF.

Claim under a policy of marine insurance for the total loss of a steamer, the "Gloria." By the policy the hull, materials and machinery were insured. The defendants had subscribed the policy for £844 (which the plaintiffs claimed) out of the total value of the vessel of £13,500. The underwriters refused payment, alleging that the "Gloria" had been scuttled, or, alternatively, that she had, with the privity of the plaintiffs, been sent to sea in an unseaworthy condition. His Lordship found on the evidence that there must be judgment for the plaintiffs.

BRANSON, J., said that the law on the point was clear. The onus of proof that the loss of the vessel was fortuitous lay on the plaintiffs. That, however, did not mean that they would fail if their evidence did not exclude all reasonable possibility that the ship was scuttled. Before that evidence was considered, some evidence in support of it must be forthcoming. Scuttling was a crime, and the court would not find that it had been committed unless it was proved with that degree of certainty which was required for the proof of a crime. If, however, the evidence were such that the court, giving full weight to the consideration that scuttling was a crime, was not satisfied that the ship had been scuttled, but found that the probability that she had been was equal to the possibility that the loss was fortuitous, the plaintiffs would fail.

With regard to the practice of underwriters in leading shipowners to insure vessels for more than their real value, so that higher premiums should be payable—a practice which had been said to be common—his Lordship said that, before parting with the case, he wished to express his concurrence with the expressions of disapproval which had fallen from other judges of the practice of over-insuring ships against total loss. The practice was wholly bad. It turned what should be a contract of indemnity into a kind of lottery, with a prize for the fortuitous loss of the ship. It must discourage even the most upright of shipmasters in the discharge of his duty of bringing a damaged ship into port if he possibly could, and it tempted the dishonest to commit the crime of scuttling.

COUNSEL: *H. U. Willink*, K.C., and *McNair*, for the plaintiffs; *A. T. Miller*, K.C., and *Cyril Miller*, for the defendants.

SOLICITORS: *William A. Crump & Sons; Ince, Roscoe, Wilson & Glover.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

F. W. Woolworth & Co. Ltd. *v.* Pottier.

Lord Hewart, C.J., Humphreys and Singleton, JJ.
6th November, 1935.

Food and Drugs—Sale—Article not of Nature, Substance and Quality demanded by Purchaser—Vendor's Defence of Written Warranty by Original Suppliers—Vendor's Order containing Conditions as to Warranty by Suppliers—Order initialled by Suppliers—Whether a Written Warranty—Food and Drugs Act (18 & 19 Geo. 5, c. 31), ss. 2 (1) and (2); 29 (1).

Appeal, by case stated, from a decision of the justices of the County of London Quarter Sessions.

A complaint was preferred against the appellant company by the respondent, an inspector of weights and measures, authorised by the London County Council, for that they unlawfully sold a drug, namely, a pot of iodine ointment, which was not of the nature, substance and quality of the article demanded by the purchaser, contrary to s. 2 of the Food and Drugs (Adulteration) Act, 1928. The justices of the court of summary jurisdiction convicted the company and imposed a fine. The company appealed to London Quarter Sessions and at the hearing of the appeal the following facts were proved or admitted: The ointment did not comply with the analysis to be found in the British Pharmacopœia. The appellants claimed to be excused on the ground that they had bought the ointment with a written warranty. They had ordered a quantity of iodine ointment from a certain company. On the face of the form upon which the appellants ordered the ointment were the words "For conditions see back." On the back of the form were the words "The goods herein described are ordered upon the condition that the vendor/shipper named herein warrants the said goods to be as described in nature, substance and quality, and to comply with all statutory requirements as to dealing in or with such goods. The delivery of any goods under this order by the vendor/shipper is to be an acceptance of this condition." Then followed the name of the appellant company. The order having been given by the appellants, the suppliers, by their servants, initialled it in two places on its face, kept it in their possession and carried it out by delivering three dozen pots, including the pot in question, labelled as, and purporting to contain, "iodine ointment." For the appellants it was contended that they had bought the ointment with a written warranty that it was what it purported to be. For the respondent it was contended that there had been no such written warranty. Quarter Sessions accepted that view and affirmed the conviction. The company now appealed.

Lord Hewart, C.J., said that it was important to remember that the many decisions which could be cited on this point were concerned with their own particular facts. But in *Irving* v. *Callow Park Dairy Co. Ltd.* (1902), 87 L.T. 70, Lord Alverstone had, at p. 72, made certain observations of general application. By s. 29 (1) of the Act of 1928 a defendant could escape by proving ". . . (*b*) . . . that he had purchased the article in question as the same in nature, substance and quality as that demanded of him by the person to whom he sold the article, and with a written warranty to that effect . . ." The meaning of "with" in the expression "with a written warranty" was now quite plain. The warranty must be both written and contemporaneous with the contract. The question was whether the warranty was part of the contract in this case. He (his Lordship) expressed no opinion on the difficult question of whether it was enough if there was some writing emanating from the buyer, and the seller indicated simply by delivering the goods his acceptance of the condition that he should give the required warranty—in other words, the question whether the writing of the buyer coupled with the conduct of the seller would constitute a written warranty within s. 29 (1). That question did not arise in the present case because the suppliers, having received the appellants' order with the condition on it, initialled the order in two places on its face. That being so, there was, in his (his Lordship's) opinion, in this case a written warranty sufficient to satisfy the sub-section, and the appeal must accordingly be allowed.

Humphreys and Singleton, JJ., agreed.

Counsel: *Gilbert Beyfus*, K.C., *F. E. Bray* and *E. R. Richardson*, for the appellants; *H. Glyn-Jones*, for the respondent.

Solicitors: *Lovell, White & King*; *Hugh Royle.*

[Reported by R. C. Calburn, Esq., Barrister-at-Law.]

North & South Insurance Corporation *v.* National Provincial Bank Limited.

Branson, J. 5th, and 6th November, 1935.

Banking—Document Purporting to be a Cheque—"Pay Cash or Order"—Effect of—Bills of Exchange Act, 1882 (45 & 46 Vict., c. 61), ss. 3, 7 (3), 73.

On the 22nd November, 1933, a petition was presented for the compulsory winding up of the plaintiff company. On the 29th November they wished to pay the L. & W. Corporation £250 out of their funds in the defendant bank, and for that purpose brought into existence a document dated the 29th November, 1933, partly written and partly printed. The printed part was suitable for a cheque payable to order. It was not crossed, was never endorsed, and was drawn "pay cash or order," the word "cash" being written. On the 18th December a compulsory winding-up order was made against the plaintiffs. The L. & W. Corporation having by then gone into liquidation, nothing was recoverable against them. The cheque had been handed to one, Black, chairman of the L. & W. Corporation, and he had paid it into his own account at Lloyds Bank, which the defendants had in due course credited with £250, debiting the plaintiffs' account accordingly. The plaintiffs now claimed *inter alia* repayment of the £250 on the ground that the defendants had no authority to make the payment or debit the plaintiffs with it, because the cheque was not endorsed. They said that a cheque in the form "pay cash or order" meant "pay cash to me or my order," and that that necessitated an endorsement. The defendants contended that a cheque in this form was one payable to a fictitious payee and therefore, under s. 7 (3) of the Bills of Exchange Act, 1882, payable to bearer.

Branson, J., said that the first question was whether the document was a cheque. In his view it was not. According to s. 73 of the Bills of Exchange Act, a cheque must be a bill of exchange, and a bill of exchange was defined in s. 3 as an unconditional order in writing to pay to or to the order of a specified person or bearer. This document said "pay cash or order." "Cash" could not in any view of the case be said to be a specified person. For the plaintiffs it had been contended that on the authority of *Chamberlain* v. *Young* [1893] 2 Q.B. 206, the document must be construed as "pay to me or to my order," but that case was not of assistance because the word "or" was not present. In approaching the construction of the present document the language, "pay cash or order," must first be considered. Cash was not a payee, and the document was not drawn to pay any person at all. It was not payable either to a specified person or to bearer, and it therefore failed to satisfy s. 7 of the Act and was not a bill of exchange. The document must be given the construction which the parties apparently intended. Where a document was partly written and partly printed, if the printed and written parts were not mutually consistent, the printed part must be rejected in favour of the written part (*Glynn* v. *Margetson* [1893] A.C. 351). Here the written word "cash" was impersonal; "cash" could not endorse, and, as it stood, the document had no sensible meaning. The result was that there was simply a direction to pay cash to some impersonal account which could not endorse,

and he must neglect the words "or order" and treat the document as a good direction to pay bearer. It was not a bill of exchange, but was simply an order to pay money to bearer. There must therefore be judgment for the defendants.

COUNSEL: *F. J. Tucker*, K.C., and *James Wylie*, for the plaintiffs; *F. P. M. Schiller*, K.C., and *P. B. Morle*, for the defendants.

SOLICITORS: *Hill, Dickinson & Co.; Wilde, Sapte & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law].

High Court—Chancery Division.

In re Kingcome; Hickley *v.* Kingcome.

Bennett, J. 4th February, 1936.

ANNUITY—CLEAR OF INCOME TAX—ANNUITANT'S RIGHT TO RECOVER TAX PAID—REFUSAL—RIGHTS OF TRUSTEES OF WILL.

The testator died on the 19th February, 1934. By his will he left certain shares in trust "to pay to my said wife during her life in priority to all other annuities . . . an annuity of £365 clear of all death duties and income tax." Subject thereto, he directed the trustees to pay certain other annuities free of duty, but not free of income tax; these were to rank *pari passu*, and if the income in any year was insufficient to answer them, they were to abate proportionately. In the first two years the income of the fund was sufficient to pay the wife's annuity, but not sufficient to pay the other annuities in full. Before the income from the shares was received by the trustees, tax was deducted at the rate of 4s. 6d. in the £. The annuity was the wife's sole income, and she was entitled to claim allowances in respect of repayment of tax paid on it, namely, £53 3s. 9d. for the first year and £42 15s. for the second year. If these sums were recovered they would be payable to the trustees, but the widow refused to apply for repayment. The trustees now took out a summons to determine whether they were entitled to deduct from her annuity the sum she was entitled to claim.

BENNETT, J., in giving judgment, said that the law was laid down in *In re Pettitt* [1922] 2 Ch. 765. It appeared from that case that if the widow claimed repayment of the tax and received it, the sum received would be held by her in trust for the trustees of her husband's will, and would be available for making good the deficiency in the income to pay the annuities which ranked after her own. It had been suggested that the court should make a declaration which might be followed by proceedings if the widow did not comply with it. The declaration was to the effect that the widow was a trustee of her statutory right to recover for the benefit of the estate income tax overpaid in respect of her annuity, and was bound, at the request of the trustees, to sign the proper application form. His Lordship saw no objection to making the declaration, and no satisfactory reason had been given why he should not make it.

COUNSEL: *Belsham; J. Stamp; Rawlence; Vanneck; M. Bowles.*

SOLICITORS: *Clowes, Hickley & Heaver; Marson & Toulmin.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

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Parliamentary News.

Progress of Bills.

House of Lords.

Coinage Offences Bill.
Read Second Time. [4th February.

East Lothian County Council Bill.
Read Second Time. [5th February.

Firearms (Amendment) Bill.
Read First Time. [5th February.

Shops Bill.
Read First Time. [5th February.

Unemployment Assistance (Temporary Provisions) (Extension) Bill.
Read First Time. [5th February.

Voluntary Hospitals (Paying Patients) Bill.
In Committee. [4th February.

House of Commons.

Cotton Spinning Industry Bill.
Read Second Time. [4th February.

Ministry of Health Provisional Order (Bedford Joint Hospital District) Bill.
Read First Time. [5th February.

Ministry of Health Provisional Order (Mid-Sussex Joint Hospital District) Bill.
Read First Time. [5th February.

Ministry of Health Provisional Order (Saint Albans Joint Hospital District) Bill.
Read First Time. [5th February.

Unemployment Assistance (Temporary Provisions) (Extension) Bill.
Read Third Time. [4th February.

Questions to Ministers.

RAILWAY COMPANIES (RATING ASSESSMENTS).

Mr. HERBERT MORRISON (*by Private Notice*) asked the Minister of Health whether he can make any statement with regard to the result recently announced of the appeal of the Railway Assessment Authority and the London County Council and others against the order of the Court of the Railway and Canal Commission relating to the assessment for rating of the Southern Railway having regard to the serious consequences involved in the decision for the local authorities and the trading interests of the country.

THE MINISTER OF HEALTH (Sir Kingsley Wood): I am informed that, under the procedure to which reference was made in the judgment, the Railway Assessment Authority have decided to ask the Railway and Canal Commission for an extension of time to enable them to apply to the Commission to review its decision. In the circumstances the right hon. Gentleman will appreciate that I am not in a position to make a statement.

[5th February.

Rules and Orders.

THE ADOPTION OF CHILDREN (SUMMARY JURISDICTION) RULES, 1936, dated 16th January, 1936 [S. R. & O. 1936, No. 19/L.1. Price 3d. net.]

The Law Society.

SPECIAL GENERAL MEETING.

This Society held a Special General Meeting on the 31st January at its Hall in Chancery-lane, with Sir Harry Pritchard, the President, in the chair.

In opening his address, the PRESIDENT observed that, in common with the whole of the Empire, the Society had been called upon to mourn a beloved Sovereign who, "after he had served his own generation by the will of God, fell asleep and was laid unto his fathers." The Council had forwarded to King Edward VIII a humble address of condolence and loyalty. His late Majesty, as well by example and encouragement as by precept, had done more than anyone else to secure not merely obedience to but also respect for the laws and constitutions of the whole Empire. The Society would not forget that, whilst the world was poorer by the death of King George V, it had been made the richer by his life.

Since the Hastings Meeting, he continued, Lord Hanworth had felt compelled to resign the office of Master of the Rolls. The President acknowledged his lordship's great services to the profession and to the Society. Not merely had Lord Hanworth been willing at all times to give the Society the benefit of his advice, but he had also taken the closest possible interest in the many applications which had been made to him, and had indicated deep solicitude for the Society in its work. He had shown in all things that he was determined to uphold the dignity and interests of the profession. Lord Wright, his successor, had already shown the President and Council the greatest possible courtesy and consideration. Another lamented retirement was that of Sir Frederick Pollock. Every solicitor referred to the Law Reports—some regularly and some less regularly. The work of the editor could not have been done better than it had been for the last forty years, and each member of the profession owed a personal debt of gratitude to Sir Frederick for his share in the production of these valuable volumes.

The Lord Chancellor had been good enough to interest himself in the new Solicitors' Bill, which had received his general approval. The President trusted that as a result the Bill might appear upon the Statute Book before very long.

RETURNED BRIEFS.

The Special Meeting last January had, he reminded members, passed a resolution urging the Council to consider the serious prejudice to litigants and to solicitors caused by the return of briefs to counsel on the eve of the trial, and to make such representations as would lead to a proper remedy. This resolution had not, he thought, been intended as a complaint against the Bar but rather against the circumstances from which both branches of the profession suffered. The Bar, in fact, suffered more than the solicitors, for there were few things that a barrister disliked more than having to return a brief, thereby not only sacrificing fees, but also running the risk of offending the client. He had been struck by the touching faith of last year's meeting in the ability of the Council to solve the insoluble. The Council had considered the resolution carefully and communicated with the Bar Council, the reply of which had been published in the Bar's annual statement. It had said that the engagement of counsel in two courts at once was often inevitable because it was usually impossible to know at the time the brief was accepted when the case would be heard. A brief should be returned as soon as the barrister found that there was a serious probability that he might not be able to attend to it. The Council would investigate any failure properly to consider the interests of a client, but added that the inconvenience could not be entirely obviated until the bench was sufficiently strengthened to enable cases to be heard on fixed dates.

There was, remarked Sir Harry, nothing new in this reply. It had generally been the practice of counsel to give as early an intimation as possible of their inability to attend to a case. In fact, he had on occasion pressed counsel to keep his brief although counsel might have said that he was in a part-heard case and could not tell how long it would last. The President quoted at length from the account in THE SOLICITORS' JOURNAL of the 17th January of the Attorney-General's speech at the annual meeting of the Bar, in which Sir Thomas Inskip had said that if the phrase "serious probability" were interpreted generously and liberally, neither the suitor nor the solicitor would have any cause for complaint. There might be none, remarked Sir Harry, against the barrister concerned, but the solicitor might have cause for complaint against his ill fortune. If by an increase in the number of judges or otherwise it was possible to ascertain with greater precision and a reasonable time ahead the day on which a case would be heard, solicitors would have a better opportunity of finding another counsel should the gentleman instructed have to return his brief. If it appeared that more judges were required, there ought to be no hesitation on the grounds of economy in increasing the number, for practically the whole cost of administering justice in the Supreme Court was paid for by litigants.

KING'S BENCH BUSINESS.

The PRESIDENT then observed that in *The Times* of the day of the meeting there appeared an account of the report of Earl Peel's Royal Commission on the state of business in the King's Bench. The Commission appeared to have made somewhat shadowy proposals for increasing the Bench with the object of securing that the hearing of ordinary cases in the courts in London, as distinct from those in the privileged lists, should be taken with more regularity and continuity. The Commission pointed out that a further extension of the benefits enjoyed in the New Procedure List was a vital necessity. Any litigant ought to be assured that, to whatever list his case might be assigned, it would be heard within (say) two months of being read, and that it would be reached either on a definite day or within a short specified period, so that he would not be exposed to the hazards of a sudden attack by a large number of judges on a particular list or of a prolonged abstinence from a particular type of case. In so far as these requirements could not be obtained by changes in the existing organisation, it might become necessary to add to the judicial strength to an extent to be gradually ascertained by experiment. He also gathered that the Commission recommended some new machinery under which a better provision would be made for indicating when a case was likely to be heard. The result of appointing fixed days for the hearing of cases would probably be an unexpected half-holiday now and then for the judge. The Bench were hard worked and very inadequately remunerated, and the country ought not to grudge them an extra half-holiday from time to time.

MEMBERSHIP.

The Society's Charter of 1845 provided in effect that the only solicitors who were eligible for membership were those who held a practising certificate or who had practised. This rule had been interpreted to mean that anyone who, no matter how long ago, had taken out a practising certificate was eligible for membership, whereas a person whose name was on the Roll but who had never taken out a certificate was not eligible. The effect was that many solicitors' managing clerks who had been admitted but had not found it necessary to take out a certificate could not become members. Some of these gentlemen would like to join, and it would be an advantage for them to do so. They were members of the profession and were under the jurisdiction of The Law Society, and had the same privilege as its members of the risk of being taken before the Disciplinary Committee. The Council proposed to approach the Privy Council with the object of seeing whether this disqualification could be removed. They had tried it once before without success, but that was no reason why they should not try again.

POOR PERSONS PROCEDURE.

Next April would see the completion of the first decade of the Poor Persons Procedure in the High Court. The Society's report, which as usual would deal fully with this procedure, stated that the scheme had been carried on with great success and had conferred great benefits upon poor persons. In addition to the large committee in London there were ninety-one committees in England and Wales who investigated the applications made to them with the main object of ascertaining whether the applicant was a poor person within the meaning of the rules, and whether there was a *primâ facie* case. During the last ten years more than 50,000 applications had been investigated and an enormous amount of work had been done. More than 16,000 cases had been conducted, nearly all with success, with the result that sums had been recovered which must amount to many thousands of pounds by persons who had been entitled to them, but who otherwise would have had a poor chance of obtaining them; and in countless cases matrimonial entanglements had been disentangled. The scheme, however, was not perfect, the weak point being that it was not assisted by a sufficient number of solicitors. In some towns every solicitor was on the rota, but in a few cases the number was insufficient. The deficiency was greatest in London. He appealed to all members of the profession to consider whether they could not add their help in carrying on this great scheme. The success of the procedure had been largely due to the energy and enterprise of Sir Edmund Cook. He expressed gratitude to the local societies, their investigating committees and their honorary secretaries, and to the solicitors and barristers who had conducted the proceedings.

Mr. C. L. NORDON reminded the meeting that the public ought to be the first persons to be consulted on the question of the return of briefs. Litigation above all things should

not be "fluky." The Attorney-General and the General Council of the Bar had dealt with this problem with a certain amount of crusted obstinacy. They thought that all was well if the brief was returned; all was not well. The solicitor might have spent a great deal of time in instructing learned counsel; the expert and other witnesses might have attended for many hours in chambers, and then at the last moment the work might have to be done over again. The litigant should have two rights: either the absolute right to a postponement, so that the work might not be thrown away; or that the solicitor, if he knew his facts and his case, might have the right of audience. The very existence of those rights might help to solve half of the problem. There seemed to be no reason why a solicitor should be regarded as an unclean animal when he sat in the front row of the courts; that he must remain deaf and dumb while proceedings were being taken, though he often knew more about the case than any other person in court. The mere appointment of more judges would not help, for there would be more courts claiming to call upon counsel who was already much sought after, and the difficulty would be accentuated. Mr. Nordon also doubted whether the problem would be solved by the proposal of having a business manager for the courts. This suggestion had a sinister aspect; there was to be a kind of super-impresario who should decide which judges should take which cases; a dictator. The idea was foreign to the administration of justice in this country.

Attention ought to be paid in these more enlightened days to the very foundations of the structure of justice; the provision of a proper court from a structural and architectural point of view. Anything more inconvenient than the present Royal Courts of Justice was hardly possible to imagine. They were an anachronism. If the Government could authorise the expenditure of £10,000,000 for a new Bank of England, they might perhaps consider the expenditure of half a million or a million pounds for a new and up-to-date building where business could be handled efficiently.

Mr. BARRY O'BRIEN suggested that if Mr. Nordon would look a little hopefully to the future he might find that things were not quite so bad as he thought. Mr. O'Brien himself was in a more hopeful frame of mind than he had been for some years. The Commission had proceeded with English wisdom to arrive at an opinion that the lists should be supervised by a business manager. Exactly twelve months ago he had made that precise suggestion in that very hall. Mr. Nordon might find that this colossus of a manager—because he would have to be a colossus—would be able to dispose of all his queries and worries, and there would be a really efficient and expeditious working of the list.

Mr. L. SPERO said that hitherto, in the matter of returned briefs, the ball had been tossed from The Law Society to the Bar and back again, but neither branch had taken enough thought of the effect upon the public of the game which was being played at their expense. The public was not entirely blameless. One radical reason why eminent counsel were expected to be in two places at once was that the public must have—before the event—eminent counsel, though after the event, if the litigant happened to lose the case, he might not be so satisfied with his former enthusiasm. The public, however, did not understand why these uncertainties should happen. They found themselves faced with a profession full of anomalies. They no doubt admired its historical development, but now that it had developed in such a way as to cost them worry and money with no return, they were justifiably entitled to be a little more critical. Could a meeting, he asked, not be held in the near future between three persons representing counsel, solicitors and laymen, and endure patiently endless and apparently unreasonable strictures; the opinion of the public on the working of the present system? The deliberations of this body might well be presented to the public in the form of a commentary. This would meet a need. The profession should not subject itself to the criticism that it had never in the course of its career taken the public into its full, complete and collaborative confidence.

The PRESIDENT, in reply, said that everyone knew the mischief; the difficulty was to find the remedy. The report of the Royal Commission would, of course, be carefully considered by the Council; if they considered anything in it to be open to objection, no doubt they would call attention to it, and anything that was helpful they would do their best to forward.

Mr. IAN D. YEAMAN (Cheltenham) moved a vote of thanks to the President, which was carried with acclamation.

The next General Quarter Sessions of the Peace for the Borough of Walsall will be held at the Guildhall, Walsall, on Thursday, the 20th day of February, 1936, at 10 o'clock in the forenoon.

Societies.

Law Association.

The usual monthly meeting of the Directors was held on the 3rd February, Mr. Guy H. Cholmeley in the chair. The other Directors present were: Mr. E. Evelyn Barron, Mr. E. B. V. Christian, Mr. Arthur E. Clarke, Mr. Douglas T. Garrett, Mr. W. Alan Gillett, Mr. Ernest Goddard, Mr. G. H. Hugh-Jones, Mr. C. D. Medley, Mr. John Venning, Mr. William Winterbotham, and the secretary, Mr. Andrew H. Morton. The secretary reported the receipt of a legacy of £100, and the result of the annual appeal in January to be five new life members, thirty-two annual subscribers, and £1 1s. donation to the general funds; £120 6s. was voted in relief of deserving applicants, the above new members were elected and other general business transacted.

The Hardwicke Society.

A meeting of the Society was held on Friday, 31st January, at 8.15 p.m. in the Middle Temple Common Room, the President, Mr. T. H. Mayers, in the chair. Miss M. C. Davies moved: "That, in the opinion of this house, more money should be spent on education and less on armaments." Mr. T. K. Wigan opposed. There also spoke Mr. James A. Petrie (hon. treasurer), Mr. L. Caplan, Mr. A. G. Sharp, Mr. G. E. Crawford (ex-president), Captain Edwards, Mr. Roope, Mr. Simon Wiggins, Mr. Walter Stewart, Mr. G. E. Llewellyn Thomas (hon. secretary), Mr. A. P. McNabb. The hon. mover having replied, the house divided, and the motion was lost by two votes.

United Law Society.

A meeting of the United Law Society was held in the Middle Temple Common Room, on Monday, the 3rd February, at 7.45 p.m. Mr. W. Vaughan Williams proposed the motion:—"That this house regrets the passing of The Law Reform (Married Women and Tortfeasors) Act, 1935, Pt. I, s. 2." Mr. F. D. Lawton opposed. Miss Colwill, Messrs. Burke, Butcher, Everett, Gibbons, Hill, McQuown, Menzies, S. E. Redfern and Walton also spoke. After Mr. Vaughan Williams had replied, the motion was put to the house and lost by eight votes. There were eighteen members present. The meeting to be held on Monday next, the 10th February, will be a guest night, and the committee hope that as many members as possible will bring their friends of either sex.

Bar Council Election, 1936.

The following thirty-three candidates have been duly proposed as candidates for the election. The election will take place during the week 10th to 15th February to fill the twenty-four vacancies upon the Council. Every barrister is entitled to vote at the election. Voting papers with instructions to voters will be sent to every barrister whose address is given in "The Law List," 1935. A barrister who has not an address in this "Law List" may obtain a voting paper upon personal or written application to the Secretary, 5 Stone-buildings, Lincoln's Inn, W.C.2:—Mr. J. M. Gover, K.C., The Hon. Sir Reginald Coventry, K.C., Mr. F. K. Archer, K.C., Mr. Charles Doughty, K.C., Mr. W. P. Spens, O.B.E., K.C., M.P., Mr. W. C. Cleveland-Stevens, K.C., Mr. G. Justin Lynskey, K.C.. Mr. Arthur Morley, O.B.E., K.C., Mr. F. J. Tucker, K.C., Mr. C. Paley Scott, K.C., Mr. D. P. Maxwell, Fyfe, K.C., M.P., Mr. Wilfrid M. Hunt, Mr. C. N. Tindale Davis, Mr. Cecil W. Turner, M. J. H. Stamp, Mr. W. D. Mathias, Mr. Robert E. Gething, Mr. George F. Kingham, Mr. Albert Crew. Mr. J. Lhind Pratt, Mr. A. W. Cockburn, Mr. R. T. Monier-Williams, Mr. W. A. Macfarlane, Mr. Gerald Howard, Mr. J. Reginald Jones, Mr. W. A. Fearnley-Whittingstall, Mr. Gerald Thesiger. Under ten years: Mr. R. E. Manningham-Buller, Mr. E. H. Butcher, Mr. Norman Richards, Mr. Eric Cuddon, Mr. G. R. Upjohn, Mr. W. Jackson Wolfe.

The Union Society of London.

A meeting of the Society was held at the Middle Temple Common Room, on Wednesday, the 5th February, 1936, at 8.15 p.m., the President (Mr. J. P. Winckworth) being in the chair. Mr. Oakes proposed the motion "That the existing legislation respecting public-houses is too strict." Mr. Bassett opposed, and the President, The Hon. Treasurer (Mr. Rendle), Mr. Russell-Clarke, Mr. Orme and Mr. Ingram also spoke. Mr. Oakes having replied, upon division the motion was lost by one vote.

Law Students' Debating Society.

At a meeting of the Society, held at The Law Society's Court Room, on Tuesday, 4th February (Chairman, Miss U. A. Hastie), the subject for debate was "That sport occupies too great a place in the mind of the British public." Mr. R. W. Rainsford-Hanney opened in the affirmative; Mr. R. Fells opened in the negative. The following members also spoke: Messrs. E. Maitland Woolf, G. Roberts, Barry O'Brien, J. M. Shaw, C. A. G. Simkins, R. Langley Mitchell, W. M. Pleadwell, P. W. Iliff, Q. Hurst, F. G. Timmins and J. R. Campbell Carter. The opener having replied, the motion was carried by one vote. There were seventeen members and four visitors present.

University of London Law Society.

The University of London Law Society held its weekly meeting at the University, Gower-street, on Tuesday, 4th February, when one of the most popular events of the session took place, viz., "Professors' Evening." There was a large attendance.

The motion was "That the present examination system is antagonistic to the best interests of the community." For the affirmative, Dr. H. Potter and Sir Charles Odgers; against, Professor Jolowicz and Seaborne Davies, Esq. There also spoke Messrs. J. E. C. Wood, Freeman, Wright, Stranders. The motion was carried by sixty-nine votes to twenty. The President, Herbert Betuel, Esq., LL.B., suitably moved a vote of thanks to the principal speakers, which was carried with enthusiasm.

Mental Hygiene Council.

COURTS OF DOMESTIC RELATIONS.

The Mental Hygiene Congress, which met at the Central Hall, Westminster, from the 23rd to the 25th January, discussed at one of its sessions the contribution which courts of domestic relations might make to the mental health of the community. Dr. HELEN BOYLE, a specialist in mental disorders, spoke of the psychological and medical problems in marriage which every day brought couples to the magistrates' court. She maintained that these problems could be best dealt with after the magistrate had acquired a clear understanding of them. He could not do this in open court, but must see the parties privately, and perhaps separately, and must often have the help of a mental specialist and of social workers. Mrs. NEVILLE ROLFE showed the damage which such unsatisfactory marriages caused to the family and to society, and showed the need for social services to deal with them.

Mr. CLAUD MULLINS, after the other speakers had established the need for courts of domestic relations, outlined the methods he practised in his own court and his suggestions for their development and general application. The traditional methods of hearing matrimonial cases in magistrates' courts were, he said, quite unsuitable. When parties were compelled to wait for long periods while traffic and drink cases were being dealt with, and then marched up to the witness-box or made to stand near the dock in the presence of dozens of idle sightseers and neighbours, the court was unlikely to get at the real truth. He claimed that the special matrimonial afternoons, with their modified and very simple procedure, which had been instituted at the South-Western Court in London, usually succeeded in getting at the root of a case. In seven months, out of 291 applications, 220 summonses had been issued and only eighty-nine final orders made. Of the remaining 131 summonses twenty-three had been dismissed, forty-five settled without a public hearing and sixty-three settled after a hearing had begun. He hoped that the present Departmental Committee of the Home Office which was now enquiring into the application of conciliation methods to matrimonial disputes, among other problems of summary jurisdiction, would soon publish their report and that legislation would follow.

When at last a humane and intelligent procedure was instituted for the trial of matrimonial causes before magistrates, an irresistible case could be made out both for the extension of the court's financial limits and for a partial inclusion of divorce cases. At present the magistrate could only order a maximum payment of 40s. a week for a wife and 10s. for each child—in bastardy cases 20s. for each child. When magistrates' courts did their matrimonial work in a better way it would be highly desirable for people with a family income up to about £15 a week to bring their troubles to the magistrate and thus benefit from the social service, which would soon be much improved.

SUMMARY HEARING OF DIVORCE SUITS.

There was no good reason why divorce cases should not also go to magistrates, who already often tried the issue of adultery as a ground for revoking an order. The widening of the grounds for divorce would be more acceptable if at the same time poor persons' divorces were transferred to magistrates' courts so that applicants for divorce could benefit from the social service. Many such divorces could be prevented if magistrates' courts could handle them in the way that separation cases were at present handled at the South-Western Court. Humble people needed more than legal aid. Once divorce were brought within the magisterial jurisdiction, the humble petitioner would have at his or her disposal the service of social, religious and possibly, medical workers. Such petitioners needed conciliation machinery even more than those seeking separation. Probation officers, clergy and doctors working with the magistrates at the South-Western Court did miracles of matrimonial healing, and to make such service available for humble people seeking divorce would be an immense advance.

Mr. Mullins did not recommend that magistrates' courts should at once be empowered to grant decrees of divorce, but that poor persons' cases should be heard before them, that they should make provisional orders and send the written record to the High Court where, in the ordinary case, a decree of divorce would be pronounced without any oral hearing.

Legal Notes and News.

Honours and Appointments.

Mr. BALDWIN, the Prime Minister, has been elected an Honorary Master of the Bench of the Inner Temple.

The Colonial Office announces the following appointments and promotions in the colonial legal service:—

Mr. M. J. ABBOTT appointed Assistant Crown Solicitor, Hong Kong.

Mr. E. P. S. BELL (Magistrate, St. Kitts Nevis) appointed Attorney-General, St. Lucia.

Mr. P. J. BOURKE (Legal Adviser and Crown Prosecutor, Seychelles) appointed Chief Magistrate, Palestine.

Mr. J. C. HOWARD (Attorney-General, Gold Coast) appointed Attorney-General, Ceylon.

Mr. C. C. ROSS (Attorney-General, St. Vincent) appointed Attorney-General, Grenada.

Mr. J. G. MITCHELL, of Neath, Glamorgan, has been appointed solicitor to the Kent County Council.

Mr. E. S. RICKARDS, solicitor, of Northallerton, Assistant-Solicitor to the North Riding County Council, has been appointed to a similar position under the Somersetshire County Council at Taunton. He was admitted in 1930.

Professional Announcements.

(2s. per line.)

Messrs. MARTEN & CARNABY (Frank W. Marten and William Carnaby) announce that their partnership has been dissolved by mutual agreement. As from the 31st December, 1935, the business conducted at the London offices at No. 10 Charles Street, St. James's Square, S.W.1, has been taken over by Mr. Marten, who will continue to practise under the title of MARTEN & CARNABY. The business conducted at the Dulwich offices at Thurlow Park Road and Dulwich Village, West Dulwich, S.E.21, has been taken over by Mr. Carnaby, who also will continue to practise under the title of MARTEN and CARNABY.

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

Wills and Bequests.

Mr. Clement Isaac Salaman, barrister-at-law, of Treborough, Somerset, left £28,009, with net personalty £20,175.

Mr. John Blyth, retired solicitor, of Glasgow, left personal estate valued at £10,506.

Mr. Richard James Witty, retired solicitor, of Mortlake, left estate of the gross value of £39,262, with net personalty £36,968. He left: Ten Stuart chairs to the Board of Education, for inclusion in the permanent collections in London of the Victoria and Albert Museum. He also left £200 to the Roman Catholic Bishop of Southwark, for such societies or institutions in the diocese as he may select; and £100 to the rector of the Roman Catholic Church, Mortlake, for church or school purposes.

Mr. William Ross-Lewin Lowe, retired solicitor, of Shawford, Hants, formerly of Temple Gardens, E.C., and of St. Albans, left £15,444, with net personalty £14,879. He left to Herts County Museum at St. Albans such of his books, pictures, photographs and prints (not otherwise disposed of) as the trustees should choose; £100 to the Representative Body of the Church of Ireland, St. Stephen's Green, Dublin, the income to be paid to the Rector and Churchwardens of Killaloe, Co. Clare, for the upkeep of the Cathedral there; £500 to St. Albans Diocesan Board of Finance for the benefit of the Diocese of St. Albans; £100 to the Governors of Queen Anne's Bounty upon trust for increasing the endowment of the living of Compton, near Winchester.

Mr. Gilbert Babbage, retired solicitor, of Burrington, Devon, and of Exeter, left estate of the value of £43,805. He left £1,000 to the trustees to pay the annual income to such needy and deserving residents of the parishes of Ashreigney and Burrington, Devon, as they may think fit "in memory of my parents."

Mr. Edward Thomas Hargraves, solicitor, of Coleman Street, and of Croydon, chairman of Alton and Co., the Brampton Brewery Company Limited, the Wolverhampton and Dudley Breweries Limited, Strettons Derby Brewery, and a director of other companies, left estate of the gross value of £609,807, with net personalty £597,811.

Mr. James Booth Walker, solicitors' managing clerk, of Ben Rhydding, Yorkshire, left £29,456, with net personalty £29,349.

Notes.

A contribution of £10 10s. to the poor-box of Clerkenwell Police Court has been received from the Masters of the Bench of Gray's Inn.

The Archbishop of Canterbury took part in a memorial service for King George, held in the Temple Church on Thursday, 30th January. The large congregation was representative of the legal profession in all its branches.

A meeting of the Solicitors' Managing Clerks' Association will be held on Friday, 14th February, in the Gray's Inn Hall, by kind permission of the Benchers, when Mr. John Brunyate, will deliver a lecture on "Charitable Gifts." The chair will be taken at 7 o'clock precisely by The Hon. Mr. Justice Bennett. Meeting ends at 8 p.m.

When a motorist was summoned at Manchester last Tuesday, says *The Daily Telegraph*, for exceeding the speed limit on a road stated to have been de-restricted by the Ministry of Transport, it was said that the police had been instructed to proceed with such prosecutions in respect of roads where the corporation and the Ministry were at variance on the question of de-restriction. The chairman of the Bench (Mr. R. E. Boardman), giving his decision, said: "I don't know whether I am wrong or not in fining you 10s., but someone should appeal against it."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT I.	GROUP I. MR. JUSTICE EVE. Witness Part II.	MR. JUSITCE BENNETT. Non-Witness
	Mr.	Mr.	Mr.	Mr.
Feb. 10	More	Jones	*More	Andrews
,, 11	Hicks Beach	Ritchie	Ritchie	More
,, 12	Andrews	Blaker	*Andrews	Ritchie
,, 13	Jones	More	More	Andrews
,, 14	Ritchie	Hicks Beach	*Ritchie	More
,, 15	Blaker	Andrews	Andrews	Ritchie

DATE.	GROUP I. MR. JUSTICE CROSSMAN. Witness. Part I.	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
	Mr.	Mr.	Mr.	Mr.
Feb. 10	*Ritchie	*Hicks Beach	Blaker	Jones
,, 11	*Andrews	*Blaker	Jones	*Hicks Beach
,, 12	*More	*Jones	Hicks Beach	Blaker
,, 13	*Ritchie	Hicks Beach	Blaker	*Jones
,, 14	Andrews	*Blaker	Jones	Hicks Beach
,, 15	More	Jones	Hicks Beach	Blaker

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 20th February, 1936.

	Div. Months.	Middle Price 5 Feb. 1936.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	115	3 9 7	3 0 5
Consols 2½%	JAJO	85⅞	2 18 6	—
War Loan 3½% 1952 or after	JD	106½	3 5 9	3 0 2
Funding 4% Loan 1960-90	MN	118	3 7 10	2 18 10
Funding 3% Loan 1959-69	AO	104	2 17 8	2 15 3
Victory 4% Loan Av. life 23 years	MS	116¾	3 8 6	2 19 7
Conversion 5% Loan 1944-64	MN	120½	4 3 0	2 0 0
Conversion 4½% Loan 1940-44	JJ	111½	4 0 9	2 4 8
Conversion 3½% Loan 1961 or after	AO	108	3 4 10	3 0 9
Conversion 3% Loan 1948-53	MS	104½	2 17 5	2 11 2
Conversion 2½% Loan 1944-49	AO	102	2 9 0	2 4 3
Local Loans 3% Stock 1912 or after	JAJO	96½	3 2 2	—
Bank Stock	AO	375½	3 3 11	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	87½	3 2 10	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	96½	3 2 2	—
India 4½% 1950-55	MN	114½	3 18 7	3 3 11
India 3½% 1931 or after	JAJO	97½	3 11 10	—
India 3% 1948 or after	JAJO	85½	3 10 2	—
Sudan 4½% 1939-73 Av. life 27 years	FA	118½	3 15 11	3 8 9
Sudan 4% 1974 Red. in part after 1950	MN	115½	3 9 3	2 14 7
Tanganyika 4% Guaranteed 1951-71	FA	114	3 10 2	2 16 9
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	110	4 1 10	2 13 5
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	109	3 13 5	3 7 0
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	103	3 12 10	3 9 3
Canada 4% 1953-58	MS	110xd	3 12 9	3 5 2
*Natal 3% 1929-49	JJ	101	2 19 5	—
*New South Wales 3½% 1930-50	JJ	101	3 9 4	—
*New Zealand 3% 1945	AO	102	2 18 10	2 15 0
†Nigeria 4% 1963	AO	115	3 9 7	3 3 7
*Queensland 3½% 1950-70	JJ	101	3 9 4	3 8 2
South Africa 3½% 1953-73	JD	109	3 4 3	2 16 6
*Victoria 3½% 1929-49	AO	102	3 8 8	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	96	3 2 6	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	106	3 6 0	3 0 11
Leeds 3% 1927 or after	JJ	96	3 2 6	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	106	3 6 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	82xd	3 1 0	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	96xd	3 2 6	—
Manchester 3% 1941 or after	FA	96	3 2 6	—
*Metropolitan Consd. 2½% 1920-49	MJSD	99½xd	2 10 3	2 10 10
Metropolitan Water Board 3% "A" 1963-2003	AO	99	3 0 7	3 0 8
Do. do. 3% "B" 1934-2003	MS	99xd	3 0 7	3 0 8
Do. do. 3% "E" 1953-73	JJ	101	2 19 5	2 18 5
†Middlesex County Council 4% 1952-72	MN	114	3 10 2	2 18 10
† Do. do. 4½% 1950-70	MN	117	3 16 11	3 1 4
Nottingham 3% Irredeemable	MN	96	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	106	3 6 0	3 3 11
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	115½	3 9 3	—
Gt. Western Rly. 4½% Debenture	JJ	126½	3 11 2	—
Gt. Western Rly. 5% Debenture	JJ	138½	3 12 2	—
Gt. Western Rly. 5% Rent Charge	FA	134½	3 14 4	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	134½	3 14 4	—
Gt. Western Rly. 5% Preference	MA	121½	4 2 4	—
Southern Rly. 4% Debenture	JJ	115	3 9 7	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	115	3 9 7	3 2 11
Southern Rly. 5% Guaranteed	MA	134½	3 14 4	—
Southern Rly. 5% Preference	MA	122½	4 1 8	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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